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Board Cover Memorandum

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Jenine Lindsey, General Counsel Kelly Krag-Arnold, Director, Office of Charter Schools
Meeting Date	December 9, 2024
Subject	Initial Hearing - Material Revision to Bay Area Technology School's Facility Location
Ask of the Board	Board members will have the opportunity to ask the lead charter petitioners questions following the presentation.
Background	<p>Bay Area Technology School submitted a material revision request on September 12, 2024. The material revision requests to revise the charter school's location from the OUSD King Estates campus at 8251 Fontaine St., Oakland, CA 94605, to the former Palace Theater in the Fruitvale neighborhood, located at 1445 23rd Avenue, Oakland, CA 94606.</p> <p>Following this public hearing, the Office of Charter Schools will conduct an evaluation of the request and will present their findings and recommendation to the District Board for a vote.</p>
Discussion	Board members will have the opportunity to ask the lead charter petitioners questions following the presentation.
Fiscal Impact	No direct fiscal impact.
Attachment(s)	<ul style="list-style-type: none"> • Bay Area Technology School Revised Petition – Redline • Bay Area Technology School Revised Petition – Clean • Bay Area Technology School Material Revision Attachments Packet • Bay Area Technology School Initial Public Hearing Presentation

BAYTECH




Bay Area Technology School
8251 Fontaine St. Oakland CA, 94605
www.baytechschool.org | 1-800-741-BATS (2287)

Certification

By signing below, I certify as follows:

1. That I am the authorized representative, and that I am competent and qualified to certify to the facts herein;
2. That, as authorized representative, I have personal knowledge of the facts forming the basis of this certification;
3. That I make this certification for purposes of Education Code Section 47605(b) only; and
4. That I deem the proposed material revision to the charter to be complete.

Name: Seth D. Feldman EdD., Executive Director

Signature: 7DB5DF4B4AF6460...

Date: 11/4/2024

School Name: Bay Area Technology School

The content of this package was approved by the Bay Area Technology School Board of Directors on November 4th, 2024.

Sincerely,

7DB5DF4B4AF6460...

Seth D. Feldman EdD.
Executive Director
Bay Area Technology School

BAYTECH



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8251 Fontaine St. Oakland CA, 94605
www.baytechschool.org | 1-800-741-BATS (2287)

SEPTEMBER 23, 2024

Via Email
charteroffice@ousd.org

Kelly Krag-Arnold, Director
Office of Charter Schools
Oakland Unified School District
1000 Broadway, 3rd Floor, Suite 398
Oakland, CA 94607

Re: Bay Area Technology Charter Petition Material Revision

Dear Director Arnold:

Bay Area Technology School ("BayTech" or the "Charter School"), authorized by the Oakland Unified School District (the "District"), submits this request for a material revision of its charter petition to move its facility location. The BayTech Board authorizes the charter material revision request submission to the District Board and deems the submission to be complete, as attested below.

BayTech is a vibrant charter school serving grades sixth through 12. We have a long history of serving the Oakland community and are currently celebrating our 20th year in Oakland. The school generally serves 300 to 330 students annually with more than 90% of our students coming from Oakland, CA. Last year more than 89% of the school's students were identified as socioeconomically disadvantaged, 20% were eligible for special education and related services; and 25% of our students were English language learners.

As part of our robust program all students that graduate from BayTech are UC/CSU a-g ready, more than 95% of our cohort groups graduate, and more than 75% of our students continue their schooling or enter the military after graduation. Our mission is to infuse assistive technology throughout the school curriculum to provide a personalized education for every student. The goal is for every child to be college and career ready. Last year BayTech was fortunate to have an 80% UC and 100% CSU college application acceptance rate, respectively.

This request is born out of the need for BayTech to move and relocate to a safe environment where its students are less prone to the daily violence and drug use by others at its current site. BayTech is gratified to have found its permanent home, the former Palace Theatre in the San Antonio neighborhood, 1445 23rd Ave. This site is particularly advantageous for the Charter School as many of our current students reside within walking distance of this site.

Given that a majority of the students already come from District 5 and drive to BayTech, we do not envision any of the schools will be impacted by our move, in fact we believe schools such as Calstlemon Elmurst and Frick will be the beneficiaries of us leaving our current site because students who will not be transitioning to the new building will need alternative schools to attend, with those three schools being the schools in our current area.

Furthermore, locating Bay Tech in the neighborhood where many of Bay Tech current students live, builds community and ensures greater access to school functions and resources. Serving students and the community is a cornerstone of the Bay Tech ethos and core belief.

The Palace Theater originally opened in the 1920s for vaudeville performances before becoming a movie theater in the 1930s, with a Spanish Colonial revival facade built in 1931 by the Reid Brothers architects. The theater closed in 1952, after which the Mt. Cavalry Baptist Church occupied the space from 1953 to 2013. The space became an events space and another church before changing hands to BayTech. Through this project, the Palace Theater is being reused, retaining much of the historic character while building out classrooms, events spaces, and sports facilities. The Palace Theater Project at Bay Area Technology School was voted Redevelopment of the Year by CoStar for their 2024 Community Impact Awards and the project, with the help of the Raza Development fund, recently won one of the Renew America Schools Prize and Grants designed to help K-12 public schools across America make energy upgrades, decrease energy use and costs, improve indoor air quality, and foster healthier learning environments. BayTech is using the prize money to install solar energy at the site as well as charging stations for its school transportation fleet.

As the District is unfortunately and intimately aware BayTech's current co-location with Rudsdale Continuation High School has been dangerous, and deadly. BayTech students have consistently witnessed fights and been subjected to the remnants of continued drug usage on campus; thus making continued occupancy at King Estates an overall unsafe environment. The co-location has resulted in myriads of lockdowns and other security precautions that have substantially interrupted our educational program on a daily, weekly, monthly, school-year basis. Finally, we believe this move to our own site will benefit both BayTech and the Oakland Unified School District because both organizations can move forward with their programs as designed. The Charter School seeks to occupy the new site as soon as a certificate of occupancy is issued and plans to occupy the facility in February 2025 or 20 days after the certificate is issued..

CONTENTS OF THE SUBMISSION

In compliance with the District's submission process for considering a charter petition material revision, the following items are enclosed along with this letter:

1. **Final Revised Petition** – A final copy of the revised petition, including the most recent version of the District's Statement of Assurances; the most recent version

of the District Required Language (added into the charter document); and all information required by law, including reasonably comprehensive description(s) of any new requirement of charter schools enacted into law after the charter was last renewed, enclosed as **“Bay Area Technology School Material Revision Petition.”**

2. **Red-Line Petition** – A red-line copy of the material revision, showing all changes made to the Charter School’s most recent District Board-approved petition, enclosed as **“Bay Area Technology School Material Revision Petition - Redline.”**
3. **Initial Public Hearing Presentation** – A PowerPoint presentation for the initial public hearing, enclosed as **“BayTech Palace Theater.”**
4. **Additional documentation required for a school location material revision** – required information is included below and enclosed as **“Supplemental Documents.”**
 - The following information should be included/addressed in the cover letter:
 - The address of the proposed school location:
 - **1445 23rd Avenue, Oakland, CA 94606**
 - The proposed occupancy date:
 - **February 2025**
 - Reason/rationale for changing the school location:
 - **Student safety and desire for sole occupancy.**
 - School/neighborhood community engagement regarding the new school location:
 - BayTech has initiated community outreach for the Palace Theater neighborhood. Engagement notices were sent to owners and residents within a 300’ radius and a public Zoom meeting was held on December 1, 2022. BayTech contact information was provided for follow-up and future questions as well. In addition, a BayTech representative has engaged with the City Council representative for the area and has completed a door-to-door “meet and greet” with nearby businesses. Community organizations, such as YEP (Youth Employment Partnership, that work with the local community have offices located on the same block and BayTech has met directly with them to discuss the project and provide a forum for input. A BayTech representative has also participated in the neighborhood residents and community monthly meeting group, opening lines of communication for input. Partnership with the community youth groups and support groups will continue as part of the BayTech community collaboration.
 - The financial costs of the project and the resources available to fulfill these
 - The total budget for this project is nearly 22 million dollars. **BayTech has secured all funding for this project through various non-profit lenders** such as the Raza Development Fund,

Local Initiatives Support Corporation (LISC), Pacific Charter School Development and the non-profit Community Development Financial Institution (CDFI) arm of Wells Fargo Bank. BayTech is utilizing New Market Tax Credits to fund this project.

- ¹A budget reflecting the impact of the revision for each remaining year of the charter term
 - **Enclosed as “2024-25 Bay Area Technology School Charter MYP Budget”**
- A completed copy of the pre-opening site walkthrough checklist, completed during a walkthrough with OCS staff (charter schools should schedule a walkthrough with OCS staff in advance of the submission date)
 - **Will be completed and provided to OUSD prior to occupancy.**
- A copy of the facility lease
 - **Enclosed as “BayTech Lease Agreement.”**
- All relevant and required permits, certificates, studies, insurance, and inspections
 - **Will be completed and provided to OUSD prior to occupancy.**
- The Community Impact Questionnaire (CIQ)
 - **Enclosed as “Bay Area Technology School Community Impact Questionnaire (CIQ).”**

Certifications

In compliance with Section 47605(b), I make the following certifications:

1. That I am the authorized representative, and that I am competent and qualified to certify the matter herein;
2. That, as an authorized representative, I have personal knowledge of the facts forming the basis of this certification;
3. That I make this certification for the purposes of Education Code Section 47605(b) only; and
4. That I deem the revised charter petition to be complete.

Timeline

According to Education Code Section 47605(b), no later than 90 days after receiving a complete petition package, the Oakland Unified School District shall grant or deny the charter petition material revision. We anticipate that the District will adhere to this timeline during its consideration of the charter petition.

* * *


¹ Additional information and details regarding the New Market Tax Credits Program can be found at www.cdfifund.gov/nmtc

The Charter School is excited to move to its forever home. We look forward to working with the District during consideration of the charter material revision. Please contact me at sfeldman@baytechschool.org or 510-508-3580 if you have any questions.

Sincerely,

Signed by:

7DB5DE4B4AE6460...
Sewellyn Kaplan, Board President

DocuSigned by:

34406EFDC817480...
Seth Feldman EdD., Executive Director

BAY AREA TECHNOLOGY SCHOOL



MATERIAL REVISION

by
Bay Area Technology School
1445 23rd Avenue
Oakland, CA 94606
Phone: (510) 382-9932
Fax: (510) 369-5758

Presented to:
Oakland Unified School District Board of Education

Material Revision submitted: September 23, 2024

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Affirmations, Declarations, and Assurances

Affirmation of Conditions Described in Education Code Section 47605(e)

Bay Area Technology School (also referred to herein as “Charter School”):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (“Ed. Code”) § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
3. Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil’s parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District (“OUSD” or “District”) except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
 - a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
 - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
 - c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))
 - d. Preferences shall not require mandatory parental volunteer hours as a criterion for

admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))

7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))

8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))

9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))

10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Charter School is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

Other Assurances

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))

2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))

3. Shall at all times maintain all necessary and appropriate insurance coverage.

4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 *et seq.* and the Political Reform Act. (Ed. Code § 47604.1(b)(3) and (4))
5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(l))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (I).
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 *et seq.*) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:

- a. The California Code of Regulations
- b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
- c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 *et seq.*)
- d. Displaying all required postings at school site and online
- e. Following the minimum and maximum age requirements for enrollment
- f. Providing the minimum number of instructional minutes

NOTE: Throughout this Charter there is specific “District Required Language” (DRL), including but not limited to the above Affirmations, Declarations, and Assurances section. All DRL should be highlighted in gray. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

EXECUTIVE SUMMARY & OVERVIEW

Name of Charter School	Bay Area Technology School
Grade Configuration	6-12
Model or Focus (e.g., Blended Learning, Dual Language, etc.)	STEM-themed secondary school
Region and/or Neighborhood	<u>San Antonio District</u>
Primary Contact (name, email, mobile phone)	<u>Dr. Seth Feldman, sfeldman@baytechschool.org (510) 508-3580</u>
Board Chair (name, email, mobile phone)	<u>Sewellyn Kaplan, skaplan@baytechschool.org, (510) 926-7935</u>
Affiliated Charter Management Organization (if applicable)	N/A

Bay Area Technology School (“BayTech” or “Charter School”) originally opened in 2004, founded by a dedicated group of scientists and engineers who saw a need for a quality STEM-themed secondary school in Oakland. After eight years in downtown Oakland, in 2012-13 BayTech moved 10 miles to its current home in Deep East Oakland (District 7). In 2016-17 we enrolled 294 diverse students in grades 6-12: 100% of our students qualified for free or reduced-price lunch (FRPL); 47% Hispanic/Latino, 37% African American, 20% English Learners with another 27% Reclassified as English Fluent-Proficient (RFEP), 7% Special Education students and <1% foster youth. Our students face intense daily challenges: extreme poverty, including food and housing instability, gang exposure/involvement, high crime rates, substance abuse, domestic violence and more. Many of our students have responsibilities in providing income for their families or caring for siblings, parents and other family members. In other words, BayTech serves extremely “underserved” students, 70% of whom arrive at BayTech at least one, if not several grade levels behind in all core subjects.

BayTech has engaged in a period of self-reflection and deep analysis over the preceding months as we have instituted some fundamental changes in our program, completed the WASC Self-Study process as part of our accreditation renewal (our WASC accreditation is now renewed for a full six years through 2023), and preparation for this charter petition renewal. The undertaking has been insightful and revealing. Our findings have built a framework for the future, providing staff with the opportunity to gather and analyze data to inform our practice and program. Building off of the data analysis and reflective labor, we will make this work a regular part of our school’s development, including through our annual LCAP update and goal setting process.

As detailed in the Charter Petition for Renewal and attached Performance Report, BayTech meets the criteria for charter renewal set forth in Education Code section 47607(b)(4): BayTech’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into

account the composition of the pupil population that is served at the charter school.

Since our last charter renewal in 2013, BayTech has collectively clarified our overarching and driving goal: We will achieve college and career readiness by improving student performance in reading, writing, math, and by providing a standards-based curriculum emphasizing STEM.

MISSION

Our newly revised mission statement reflects our commitment to our students: *Through a combined effort of staff, students, parents, and community BayTech students will learn the necessary skills required for college and career readiness by engaging in a rigorous curriculum emphasizing STEM. Our students will demonstrate core BayTech E.A.G.L.E.S. values and be equipped with the skill sets required to take on challenges and opportunities in the 21st century. "It's going to be a great day at BayTech!"*

VISION

Our E.A.G.L.E.S. values define BayTech's distinctive approach to ensuring our vision for how "at risk" students are prepared for post-secondary school and the 21st century workplace:

BAYTECH

Expected Schoolwide Learning Results



E

ffective Communicators Who Will:

- Be able to ask and answer relevant, higher level questions.
- Listen actively to varying points of view.
- Utilize technology as a tool for learning and communicating.
- Demonstrate skills of speaking, listening, reading, and writing for different purposes and in a variety of situations.

A

cademic Achievers Who Will:

- Produce quality of work across the curriculum.
- Be eligible for college by completing required coursework and equipped with the necessary skills to pursue and succeed in higher education.
- Acquire and apply knowledge about new technology.
- Apply research and analysis skills to form factual, fact based perspectives and responses.

G

oal-Oriented Students Who Will:

- Earn a high school diploma and complete A-G requirements for college.
- Pursue higher education or vocational goals / professional training.
- Demonstrate time management skills to meet the academic deadline.

L

ifelong Learners Who Will:

- Explore a variety of academic, athletic, artistic, and extracurricular areas.
- Be open to discovery and develop an enthusiasm and interest for learning.
- Be adaptive to a wide array of professional and cultural settings.
- Be goal-oriented and understand the importance of continual goal setting.

E

xcellent Critical Thinkers Who Will:

- Locate, gather, interpret, evaluate, and analyze data.
- Define and analyze problems, propose, implement, and evaluate solutions.
- Apply problem-solving skills to achieve a personal or academic goal.
- Identify and use resources effectively to gather, communicate, and evaluate information.

S

ocially Responsible Students Who Will:

- Be culturally aware and who will be understanding and appreciative of the histories and values of different cultures.
- Be leaders within their community who contribute to the improvement of life in their school and community.
- Demonstrate conscientiousness and honesty through personal and academic performance.
- Has integrity and take responsibility for personal choices and actions.

EDUCATIONAL PROGRAM

BayTech's comprehensive learning experience is designed to support students through engaging, inquiry-based instruction with hands-on learning presented in ways that are relevant and inspiring.

- Our STEM-focused curriculum is innovative, engaging, and standards-aligned (including humanities and social science). Critical thinking skills are developed through hands-on, inquiry-based activities. STEM education increases science literacy and facilitates the next generation of innovators. Most jobs now and in the future, will require STEM proficiencies.
- BayTech teachers now utilize the Atlas Curriculum Design program, which provides standards-aligned course goals, units of instruction, learning outcomes/standards, assessments, lessons, teaching resources and more, aligned and in one place. The Dean supports and guides teachers to improve their lessons, identify individual student needs, and differentiate instruction. Teachers are guided by the following standards in curriculum and lesson planning:
 - Learning objectives are clearly stated for the students.
 - Exemplars are provided to guide and inform students.
 - Multiple measures are used, including formal and informal formative assessments.
 - Students are given specific and immediate feedback about their learning.
 - Assessment data informs ongoing instruction modification and provides for curriculum revision.
- Small class sizes (26:1) and online/blended learning in a rotational model, facilitated by Edmentum, increase teacher's ability to provide differentiated instruction and intervention for students, including our growing population of ELs. Edmentum's Plato Courseware (300+ middle school, high school and advanced level courses, including credit recovery) supports individualized learning, where students are engaged in their own learning and pacing (e.g., move ahead to more challenging material, replay a lecture, retake a quiz). Data from these programs provide real-time snapshots of student mastery of specific standards-aligned content strands. Technology integration facilitates teachers' provision of a personalized learning environment conducive to targeted academic and social support, as teachers and students work together based on individual and small group student needs.
- Teachers implement differentiated instruction daily to support students' individual needs (e.g., at-risk, advanced, EL, SPED) and help them learn better; and they collaborate weekly to share experiences and discuss strategies/best practices for individualized instruction, such as integrating multimedia and technology.
- Data-driven practices and habits are core components in differentiating instruction (i.e., you can't fix what you don't know). Using data to identify and address students' individual learning needs is a school wide priority that is being integrated into PLC meetings, professional development, and teacher instructional practices and activities in the classroom.

Our college preparatory program includes both AP classes and dual enrollment opportunities to equip students with the skills and attributes needed to attend and be successful in college. Our graduation requirements exceed UC/CSU A-G course requirements. Faculty works with students and parents to develop 4-year high school plans, track progress, and plan for college. High school seniors attend college advisory class 4 days/week.

ENROLLMENT PROJECTIONS

Projected Grade-level Enrollment at BayTech					
	Year 1	Year 2	Year 3	Year 4	Year 5
Grade	2018-19	2019-20	2020-21	2021-22	2022-23
6	30	30	30	30	30
7	60	60	60	60	60
8	60	60	60	60	60
9	50	50	50	50	50
10	50	50	50	50	50
11	50	50	50	50	50
12	30	30	30	30	30
Total	330	330	330	330	330

STUDENT DEMOGRAPHICS

	FRL %	SPED %	EL %
Demographics	100%	7%	20%

BOARD OF DIRECTORS MEMBERSHIP

<i>Name</i>	<i>Current Professional Title and Organization</i>	<i>Board Role</i>	<i>Focus/Expertise</i>
Sewellyn Kaplan	Supervisor of Special Education Interns, Cal State East Bay Clinical Professor of Education, St. Mary's College of California Literacy Consultant	President	Special Education, Literacy, English Former Special Education Teacher & Administrator for West Contra Costa County
Shannon Ortland	Coordinator of Assessment, Research and Evaluation, Contra Costa County Office of Education	Secretary	Data Driven Instruction, former Data and Assessment Coordinator for Mount Diablo Unified School District, 25+ years in Education

Christina Filios Yiannakopoulos	Assistant Director of Secondary Education, Mount Diablo Unified School District	Director	MA in Curriculum and Instruction, 20+ years in Education, Former teacher, VP, principal & district level administrator
Kevin Pardo	Tax Executive, Roku	Treasurer	Finance, Tax, Auditing, CPA
Lily Bramble	Research Operations Associate II, Nano Precision Medical/ Vivani Inc.	Director	Laboratory Based Scientist; Biology
Gemeny Givens III	AI Researcher & Strategy Consultant, Golden Bastion Co.	Director	Artificial Intelligence
Dr. Moon Li	Ph.D. in Science & Researcher	Director	STEM & Scientific Studies

SUMMARY BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
School Name: Bay Area Technology School	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Number of Students	339	349	309	285	329
Per Pupil Revenue	\$16,142.02	\$25,186.91	\$22,427.21	\$25,855.43	\$26,523.96
State & Federal Grant Funds	\$5,255,477.00	\$6,872,056.00	\$6,053,787.00	\$6,712,038.00	\$7,483,493.00
Private Grants / Foundation Revenue / Gifts & Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Sources	\$185,998.00	\$813,298.00	\$289,076.00	\$288,320.00	\$806,572.00
Total Revenue	\$5,441,475.00	\$7,685,354.00	\$6,342,863.00	\$7,000,358.00	\$8,290,065.00
Instructional Salaries & Benefits	\$2,606,113.32	\$2,813,737.28	\$2,799,171.56	\$2,365,959.98	\$2,600,448.70
Instructional Services / Supplies	\$385,661.00	\$585,403.00	\$468,301.00	\$660,065.00	\$627,135.00
Other Instructional Expenses	\$682,309.00	\$1,109,675.00	\$1,059,043.00	\$1,735,258.00	\$1,712,535.00
Total Instructional Expenditures	\$3,674,083.32	\$4,508,815.28	\$4,326,515.56	\$4,761,282.98	\$4,940,118.70
Supporting Services Salaries & Benefits	\$881,090.68	\$1,017,796.72	\$1,144,765.44	\$1,028,831.02	\$1,114,015.30
Purchased Property Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Supporting Services Expenses	\$863,717.00	\$735,443.00	\$762,770.00	\$1,185,090.00	\$2,055,731.00
Total Supporting Services Expenditures	\$1,744,807.68	\$1,753,239.72	\$1,907,535.44	\$2,213,921.02	\$3,169,746.30
Total Expenses	\$5,418,891.00	\$6,262,055.00	\$6,234,051.00	\$6,975,204.00	\$8,109,865.00

	Year 1	Year 2	Year 3	Year 4	Year 5
School Name: Bay Area Technology School	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
NET INCOME	\$22,584.00	\$1,423,299.00	\$108,812.00	\$25,154.00	\$180,200.00
State and Federal funding includes standard LCFF, Lottery, CSFIG, MBG, etc. Local funding includes donation amounts equivalent to prior year receipts.					

BAYTECH'S TRACK RECORD

As noted above, BayTech serves a significantly disadvantaged student population in Deep East Oakland. Despite the numerous challenges our students face, we are incredibly proud of our accomplishments to date (detailed further in Element 1, below):

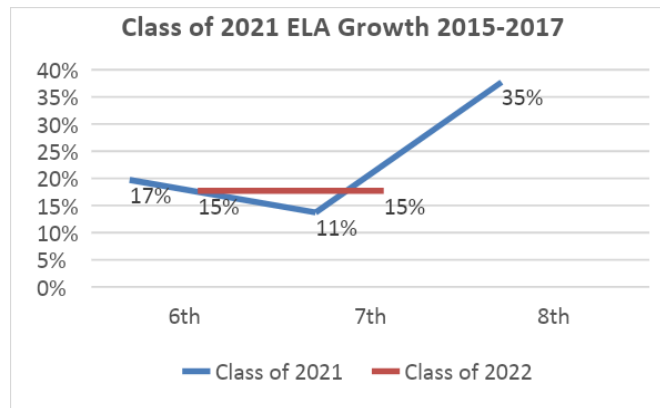
- **100% cohort graduation rate in 2016-17**, up from 91% in 2015-16¹ and 96% in 2014-15 – all significantly higher than our nearby comparison schools (69% average in 2015-16),² Oakland Unified (65% graduation rate) and the state (83%).
- **100% A-G completion rate each of the last five years**, again, significantly higher than comparison schools (40-60% averages), OUSD (49-62%) and state (39-45%).
- **83% of our 2016-17 graduates and 90% of our 2015-16 graduates are enrolled in a 2 or 4-year college/university**, including UC Berkeley, UC Davis, UC Santa Cruz, SF State and many more.
- Average SAT scores for the Class of 2017 were 432 in Reading and 433 in Math, up from 372 and 402 the previous year (and comparable to OUSD's 2016 averages of 436 and 443).
- Growth on the California Assessment of Student Performance and Progress (CAASPP/SBAC) tests the past three years, including (preliminary/not-yet-published) 2017 results indicating that:
 - **60% of our 11th graders Met/Exceeded grade level standards in ELA and 33% in Math;**
 - 27% of our 6th-8th graders Met/Exceeded grade level standards in ELA and 36% in Math.
 - Over the past three years, our middle grades students have shown promising

¹ It is important to note that as such a small school, **one or two students have a larger statistical impact**. In 2015-16, one 12th grade student returned to Mexico due to a family emergency; this is recorded as a dropout. A second student did not complete our graduation requirements in time but did stay on and graduated in 2016-17. These two students resulted in a graduation rate of 91% instead of 100%. Similarly, in 2014-15, just one student did not graduate on time, resulting in a graduation rate of 96%.

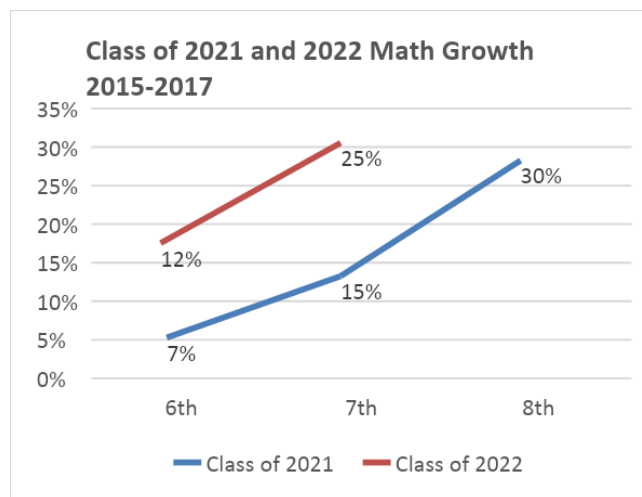
² In order to provide a meaningful analysis of our performance, we have identified the six closest traditional public schools serving the same grades as BayTech: Alliance Academy MS (6-8), Elmhurst Community Prep (6-8), Frick Middle School (6-8), Castlemont High School (9-12), Fremont High School (9-12), Coliseum College Prep Academy (6-12). These schools have relatively similar demographics to BayTech, though with a smaller percentage of FRPL (90% v. BayTech's 100%), higher percent of Hispanic/Latino (64% v. 47%), higher EL (38% v. 20%) and lower RFEP (12% v. 21%), lower percent of African American than BayTech (28% v. 37%) and lower Asian/White/Other (4% v. 14%). (Source: <http://dq.cde.ca.gov/dataquest/>)

growth:

- ELA Met/Exceeded for the Class of 2021 cohort (the only cohort to take three years of the SBAC tests) went from 17% in 6th grade to 35% in 8th, while the percent of Not Met declined from 62% in 6th grade to 32% in 8th grade. The Class of 2022 cohort maintained ELA proficiency at 15%.



- Math Met/Exceeded for this cohort went from 7% in 6th grade to 30% in 8th grade and Not Met declined from 58% in 6th grade to 49% in 8th grade. The Class of 2022 cohort doubled math proficiency from 12% to 25%.



- On the Science CSTs, 2016 scores also show that the longer students are at BayTech, the stronger their performance: 20% of our 8th graders and 37% of our 10th graders scored Proficient/Advanced on the Science CSTs.
- In 2016-17, BayTech reclassified 21% of our English Learners, a significant increase from 5% the previous year; 65% of ELs tested “proficient” on the CELDT test in 2017.
- BayTech is fully WASC-accredited through 2023; all core, college-prep courses meet the UC/CSU A-G requirements and our graduation requirements exceed A-G requirements (e.g., 3 years of social sciences, 3 years of science, 1 year of technology and 40 hours of community service).
- In 2016-17, 20% of our students participated in dual enrollment courses at Berkeley City

College, Merritt College, and Laney College, including courses such as Calculus, Government and Politics in the U.S., Biology and Chemistry.

- BayTech's students are engaged and want to be at school – our ADA the past four years has exceeded 95%; suspension rate has ranged from 4-7% over the last four years with just one expulsion (one student in 2014-15 was expelled for possession of a controlled substance and distributing narcotics on school grounds).
- BayTech students now participate in six CIF sports teams (up from one in 2013-14), including Cross Country, Girls Volleyball, Boys Basketball, Girls Basketball, Boys Soccer and Baseball; 30% of our high school students participate on one or more of these teams, maintaining an average GPA of 3.13. In 2016-17, our Girls Basketball and Boys Baseball teams both won the BACSAC Championships. Starting in 2017-18, all student athletes will be required to attend once weekly tutoring during their varsity season to ensure these students are staying on track and continuing to set a strong example for their peers.
- We offer free, high-quality after-school tutoring and activities for all students free of charge. In the past, our teachers led after-school tutoring as well as clubs and sports teams. Starting in 2017-18, BayTech has contracted with Higher Ground to provide comprehensive after-school tutoring and enrichment services four days each week (other than Wednesday early release day). We also have partnered with Boys to Men to provide an engaging mentoring program once weekly for 15-20 of our most at-risk male students. Finally, Revolution K-12 is providing daily tutoring for 20 of our most in-need students on SBAC test prep, supplemented by their comprehensive interactive test prep software, as well as weekly tutoring for our entire junior class on SAT prep.
- A comprehensive Counseling Services/Restorative Justice program addresses students' social/emotional and personal needs (e.g., conflict resolution, peer challenges, bullying prevention). A full-time Counselor supports our most at-risk students with one-on-one and group counseling. School culture and climate have shifted positively in recent years; students have strong relationships with their teachers, adhere to higher expectations, and experience more positive outcomes.
- Our well qualified teaching staff loves what they do: we've maintained a staff retention rate of more than 80% since 2013-14 with three teachers leaving each year.
- Demand for our school is high: in 2017-18 we are fully enrolled with 330 students; we have 130 students on our waiting list for enrollment.

BayTech has purposefully and continuously built a safe, positive, supportive, and respectful culture that nurtures student learning and promotes success despite the many challenges our students face. We have established a strong sense of school pride and community at BayTech – and a critical sense of “belonging” for our vulnerable students through school events and a commitment to competitive sports. We require all students to maintain a minimum 2.5 GPA to participate in CIF sports these teams, above the CIF requirements of 2.0. Dances, festivals, food fairs, staff v. student games and assemblies further develop a strong school culture and bonds between staff and students. At our small school, every student is known and valued.

Through an engaging, inquiry-driven approach to learning, our students continuously apply their standards-based knowledge and skills and develop deeper understandings of the material. During school, students are offered extra tutoring by dedicated tutoring staff. Juniors and Seniors are encouraged to mentor students one-on-one to help give guidance; our full-time counselor works individually with students to help with academic, emotional, and social issues. After school tutoring is offered to all students regardless of grade or academic standing, though our students most

in-need receive specialized support. Teachers and counselors encourage students to drop in before and after school to receive additional support with curricular and extracurricular needs. When students know they will be supported, they are more likely to come to school.

ELEMENT 1: EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” – Ed. Code § 47605(c)(5)(A)(i)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” – Ed. Code § 47605(c)(5)(A)(ii)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.” – Ed. Code § 47605(c)(5)(A)(iii)

Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Charter School shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School 'shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update...' (Ed. Code § 47606.5(d))

Western Association of Schools and Colleges (WASC) Accreditation

If Charter School serves students in grades 9-12, Charter School shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students.

Mathematics Placement Policy

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

Independent Study

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the school will comply with the legal requirements in providing such a program.

Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall re-admit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school.

Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of performance.

A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of OUSD, excluding a state hospital, shall receive educational services by OUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of OUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

Bay Area Technology School (“BayTech” or “Charter School”) originally opened in 2004, founded by a dedicated group of scientists and engineers who saw a need for a quality STEM-themed secondary school in Oakland. After eight years in downtown Oakland, in 2012-13 BayTech moved 10 miles to its current home in Deep East Oakland (District 7).

According to current California law and District policy, a charter school “shall” meet the following criteria set forth in Education Code section 47607(b)(4) prior to receiving a charter renewal: BayTech’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

As noted in the Ed Code, “The determination made pursuant to this paragraph shall be based upon all of the following: (i) Documented and clear and convincing data; (ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools; (iii) Information submitted by the charter school.” (Cal. Ed. Code § 47607(b)(4)(B).)

As detailed in the following section, BayTech clearly meets renewal criteria for another five year charter term.

A. TARGET POPULATION & COMMUNITY NEED

1. TARGET STUDENT POPULATION.

BayTech, currently serves approximately 330 students in grades 6-12. BayTech's student population is remarkably diverse; in 2016-17 our enrollment included: 100% FRPL; 47% Hispanic/Latino, 37% African American, 20% EL with another 27% RFEP, 7% SpEd and <1% foster youth. (In recent years we have had one or two foster youth each year.)

Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

Projected Student Enrollment for Each Year by Grade Level and Total Enrollment					
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5
6	30	30	30	30	30
7	60	60	60	60	60
8	60	60	60	60	60
9	50	50	50	50	50
10	50	50	50	50	50
11	50	50	50	50	50
12	30	30	30	30	30
Total	330	330	330	330	330

Student Demographics

	FRL %	SPED %	EL %
Demographics	100%	7%	20%

Maximum Enrollment for Charter Term: 350

Charter School will submit a petition to materially revise its charter if any of the following occur:

1. The Charter School seeks to serve any grade levels not already approved by the District on the schedule approved by the District;
2. The total enrollment in a given year exceeds the maximum enrollment by 5% or more.
3. The total enrollment in a given year is more than 15% below the projected enrollment per the schedule above.

Special Education

Bay Area Technology School (BayTech) operates as its own local education agency for purposes of special education, and is a member of the El Dorado County Charter (EDCOE) SELPA. The EDCOE Special Education Local Plan Area (SELPA) is a statewide organization governed by representatives from member charter schools. EDCOE Charter SELPA provides programmatic support, business office support, professional learning, data compliance and reporting, and support and resources for parents and guardians.

BayTech implements the Individuals with Disabilities Education Act (“IDEA”) “Child Find” mandate to identify, locate, and evaluate all children with disabilities enrolled in its school. If BayTech has knowledge that a student has a disability, or is suspected of having a disability and may need special education and related services, BayTech must offer to assess the student. Indicators for when a student is suspected of having a disability and BayTech should thus offer an initial assessment include, but are not limited to the following:

1. Parent(s) expressed concerns in writing to BayTech administration or to one of student’s teachers that student may be need of special education and related services;
2. Parent or school staff has requested an initial evaluation of the student;
3. Student’s teacher, or other BayTech personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to BayTech supervisory personnel. Note: A student should be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized.

A student may be referred for special education services at any time by BayTech staff, parents, or other service providers. Before a student can be assessed for eligibility for special education, or reassessed while receiving special education and related services, BayTech must develop an Assessment Plan and provide it to the parents for their approval within 15 calendar days from the date of receipt of a written request for a special education assessment. Assessments must be administered in all areas related to the suspected disability by trained and knowledgeable personnel using sound instruments. For school-age children, the eligibility assessment must be completed within 60 days of BayTech’s receipt of written parental consent for specified assessment activities and an Assessment Report provided to parents outlining required information. Please note that a student may demonstrate a disability, but may not necessarily be eligible for special education and related services. A student’s IEP team will determine eligibility based on the requirement that 12 the student’s disability negatively or adversely affects his/her educational performance.

2. COMMUNITY CHARACTERISTICS; SURROUNDING SCHOOLS DEMOGRAPHIC & PERFORMANCE DATA (SEE PERFORMANCE REPORT IN APPENDIX).

In 2016-17 we enrolled 294 diverse students in grades 6-12: 100% of our students qualified for free or reduced-price lunch (FRPL); 47% Hispanic/Latino, 37% African American, 20% English Learners with another 27% Reclassified as English Fluent-Proficient (RFEP), 7% Special Education students and <1% foster youth. Our students in Deep East Oakland face intense daily challenges: extreme poverty, including food and housing instability, gang exposure/involvement, high crime rates, substance abuse, domestic violence and more. Many of our students have responsibilities in providing income for their families or caring for siblings, parents and other family members. In other words, BayTech serves extremely “underserved” students, 70% of whom arrive at BayTech at least one, if not several grade levels behind in all core subjects.

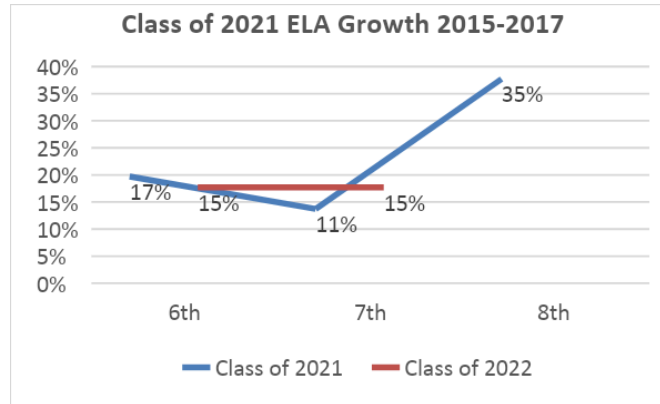
Recent Accomplishments

Despite the challenges our students face, we are incredibly proud of our accomplishments to date:

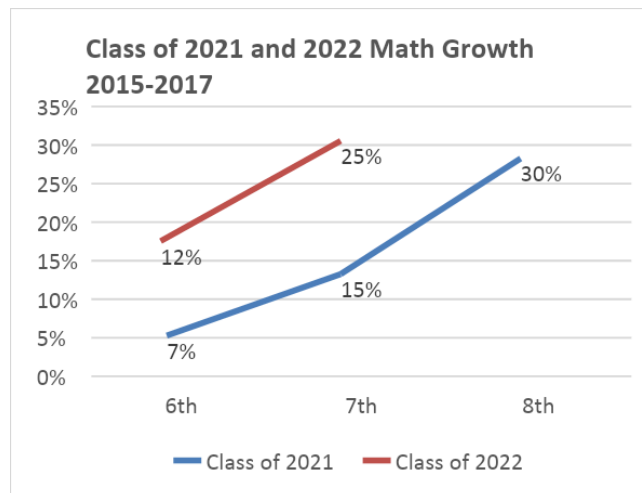
- **100% cohort graduation rate in 2016-17**, up from 91% in 2015-16³ and 96% in 2014-15 – all significantly higher than our nearby comparison schools (69% average in 2015-16),⁴ Oakland Unified (65% graduation rate) and the state (83%).
- **100% A-G completion rate each of the last five years**, again, significantly higher than comparison schools (40-60% averages), OUSD (49-62%) and state (39-45%).
- **83% of our 2016-17 graduates and 90% of our 2015-16 graduates are enrolled in a 2 or 4-year college/university**, including UC Berkeley, UC Davis, UC Santa Cruz, SF State and many more.
- Average SAT scores for the Class of 2017 were 432 in Reading and 433 in Math, up from 372 and 402 the previous year (and comparable to OUSD's 2016 averages of 436 and 443).
- Growth on the California Assessment of Student Performance and Progress (CAASPP/SBAC) tests the past three years, including (preliminary/not-yet-published) 2017 results indicating that:
 - **60% of our 11th graders Met/Exceeded grade level standards in ELA and 33% in Math;**
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 - Over the past three years, our middle grades students have shown promising growth:
 - ELA Met/Exceeded for the Class of 2021 cohort (the only cohort to take three years of the SBAC tests) went from 17% in 6th grade to 35% in 8th, while the percent of Not Met declined from 62% in 6th grade to 32% in 8th grade. The Class of 2022 cohort maintained ELA proficiency at 15%.

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- Math Met/Exceeded for this cohort went from 7% in 6th grade to 30% in 8th grade and Not Met declined from 58% in 6th grade to 49% in 8th grade. The Class of 2022 cohort doubled math proficiency from 12% to 25%.



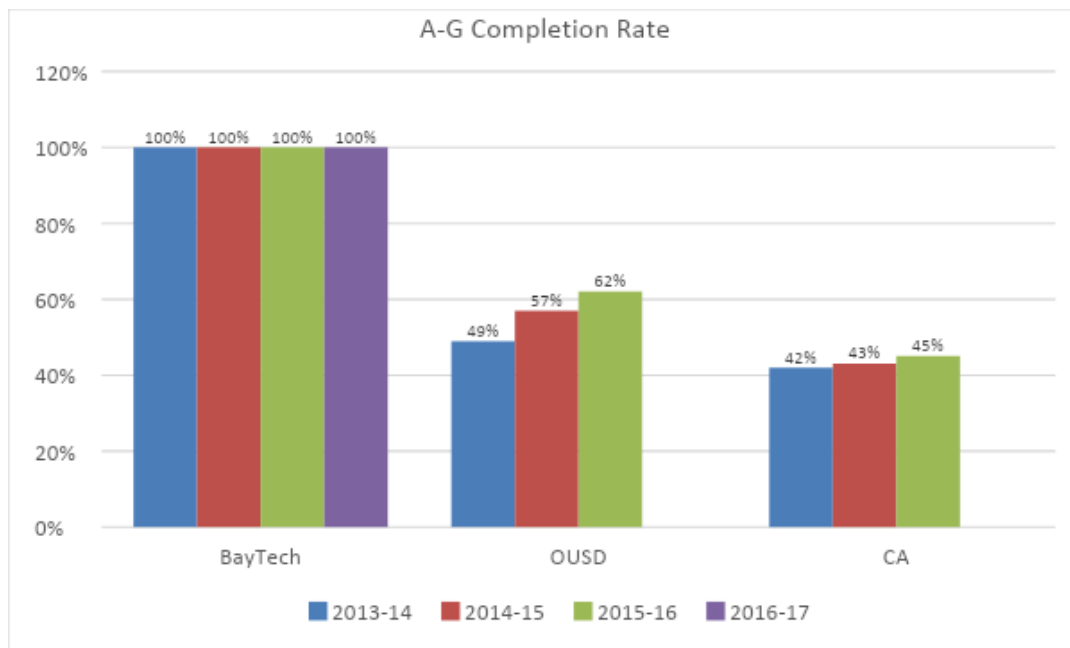
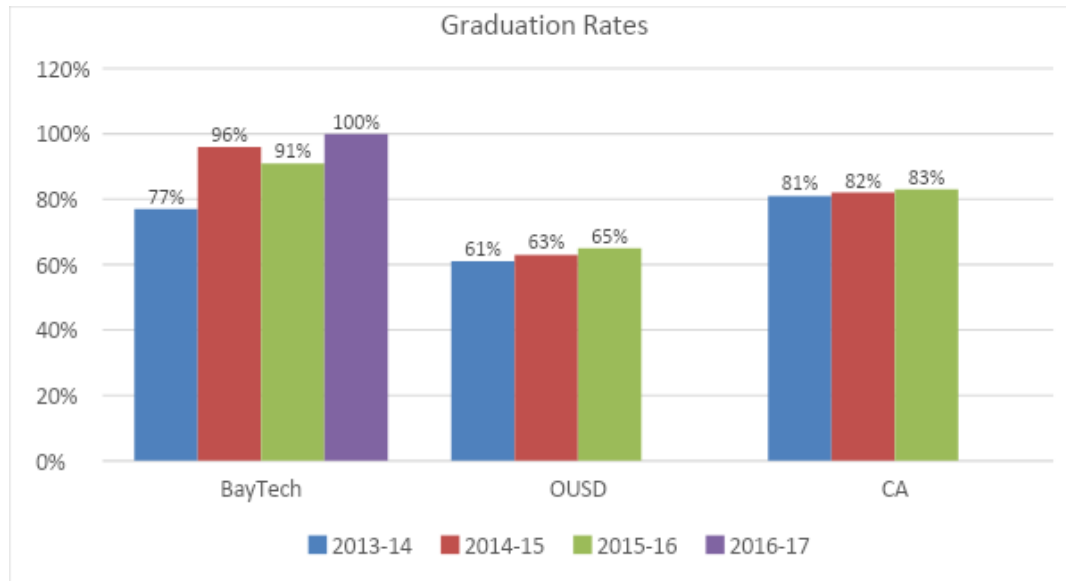
- On the Science CSTs, 2016 scores also show that the longer students are at BayTech, the stronger their performance: 20% of our 8th graders and 37% of our 10th graders scored Proficient/Advanced on the Science CSTs.
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- BayTech is fully WASC-accredited through 2023; all core, college-prep courses meet the UC/CSU A-G requirements and our graduation requirements exceed A-G requirements (e.g., 3 years of social sciences, 3 years of science, 1 year of technology and 40 hours of community service).
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- BayTech students now participate in six CIF sports teams (up from one in 2013-14), including Cross Country, Girls Volleyball, Boys Basketball, Girls Basketball, Boys Soccer and Baseball; 30% of our high school students participate on one or more of these teams, maintaining an average GPA of 3.13. In 2016-17, our Girls Basketball and Boys Baseball teams both won the BACSAC Championships. Starting in 2017-18, all student athletes will be required to attend once weekly tutoring during their varsity season to ensure these students are staying on track and continuing to set a strong example for their peers.
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- Our well qualified teaching staff loves what they do: we've maintained a staff retention rate of more than 80% since 2013-14 with three teachers leaving each year.
- Demand for our school is high: in 2017-18 we are fully enrolled with 330 students; we have 130 students on our waiting list for enrollment.

The following provides more detailed analysis of BayTech's performance over the past four years, with comparisons to the local traditional OUSD schools our students would otherwise attend, as well as District averages.

BayTech Performance Compared to Local Schools

BayTech's most notable strengths include our high graduation rates (100% in 2016-17), A-G completion rates (100%) and college enrollment rates (83%), among other accomplishments noted above.



The significance of these accomplishments is amplified when looking at BayTech compared to the nearby resident schools our students would otherwise attend:

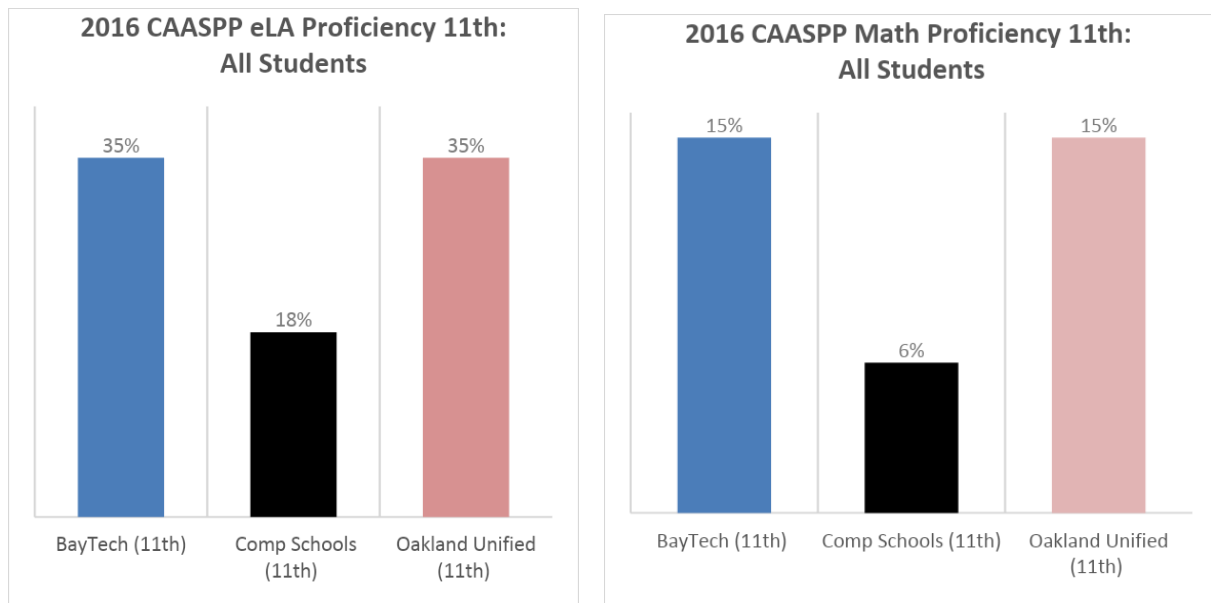
- While Coliseum College Prep Academy had a 2016 graduation rate of 88%, Castlemont HS's graduation rate was 68% and Fremont HS graduated just 50%.
- A-G completion rates at these three high schools ranged from 38-79%.

Notably, while BayTech did have one 11th grade student drop out in 2015-16 (1.6% of the students in grades 9-12) Castlemont had 39 dropouts (12.6%) and Fremont had 71 students drop out that year (15%). Our small, personalized school helps ensure that every student is personally known and supported.

While our SBAC scores leave significant room for improvement, we are pleased with recent

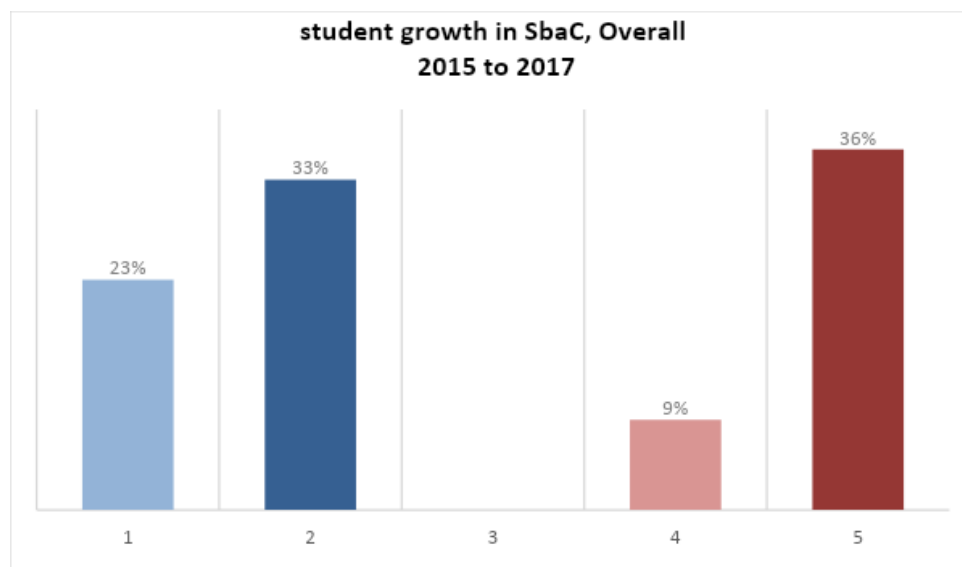
growth and the preliminary results of the new initiatives and staffing changes we have implemented.

Preliminary (not yet published) results for 2017 SBACs indicated particularly strong performance for our 11th graders, with **60% Met/Exceeded in ELA and 33% in Math**. In 2016, our 11th graders measured 35% Met/Exceeded in ELA and 15% Met/Exceeded in Math. This matched OUSD results for 11th grade and significantly outperformed our nearby schools:



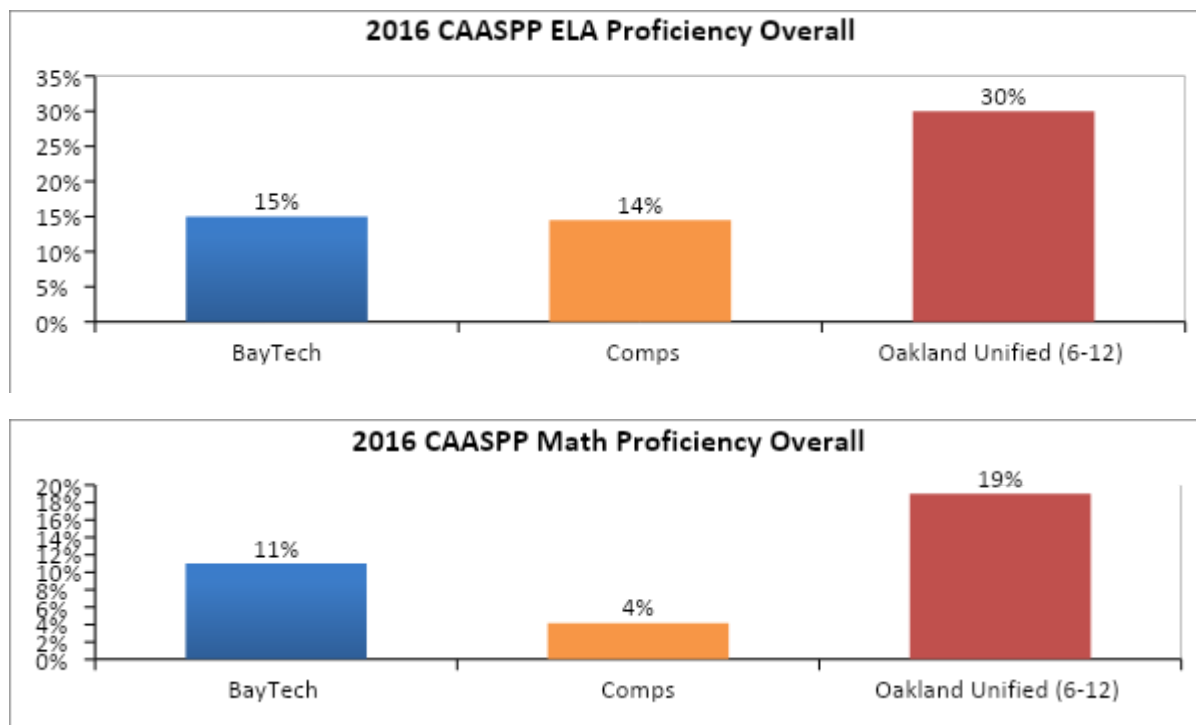
We of course want to see this continue to grow, but are encouraged that the more time students spend at BayTech, the higher the SBAC results.

Schoolwide, overall growth trends look positive (including preliminary 2017 results):



While the 2016 middle grades SBACs were not as strong, we note that the BayTech's Met/Exceeded rate was equal to the average of the nearby comparison resident schools, and higher

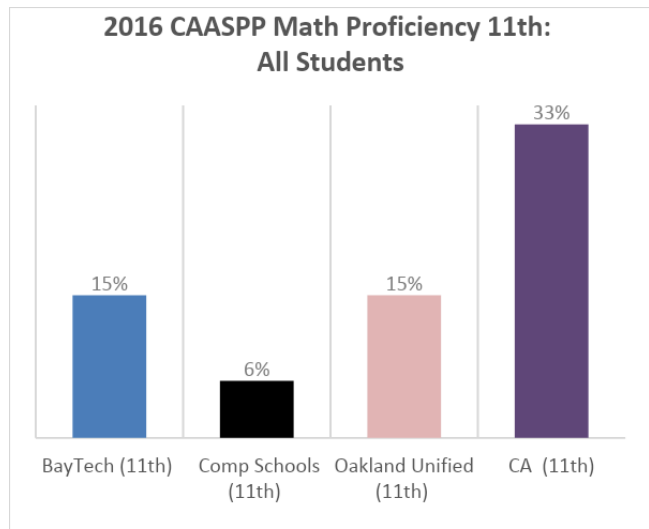
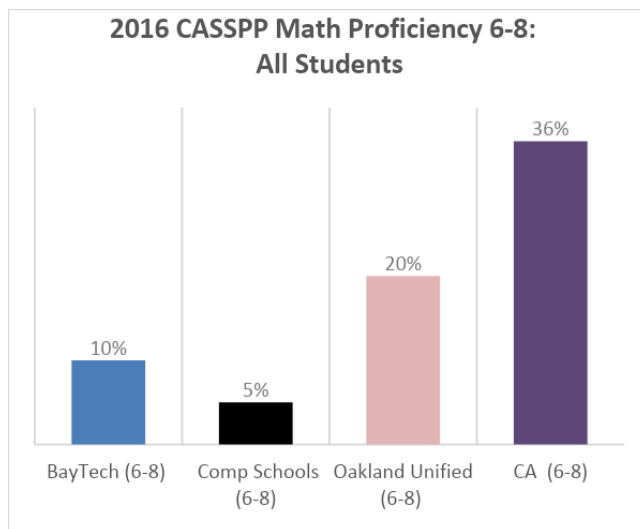
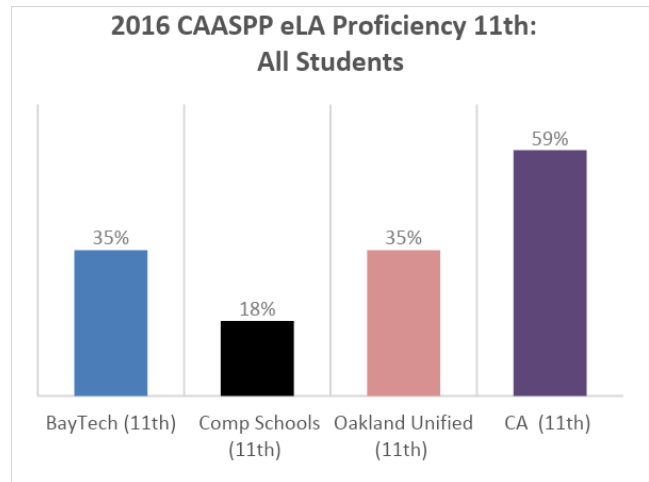
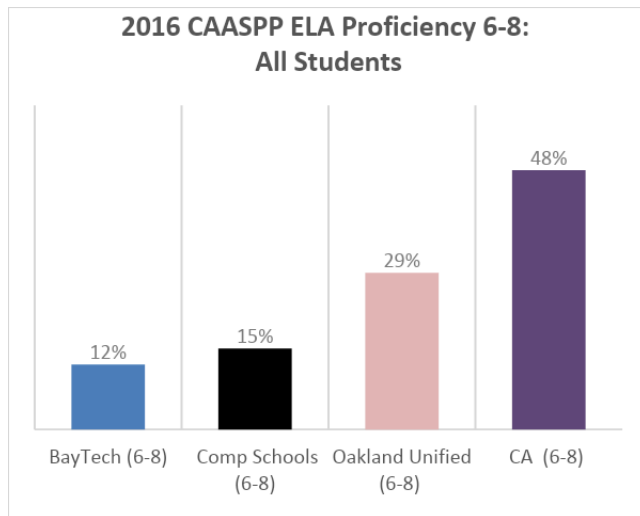
than these schools in Math:



Overall, our students perform better the longer they have been at BayTech. As highlighted above, we have seen much higher rates of achievement on the SBACs for our 11th graders than lower grades, e.g., preliminary (not yet published) results for 2017 SBACs indicated particularly strong performance for our 11th graders, with **60% Met/Exceeded in ELA and 33% in Math**. Our Class of 2021 cohort (the only cohort to take three years of the SBAC tests) went from 17% Met/Exceeded in 6th grade to 35% in 8th grade in ELA, and 7% Met/Exceeded in 6th grade to 30% in 8th grade in Math. This data indicates that the longer students are at BayTech, the stronger their performance becomes.

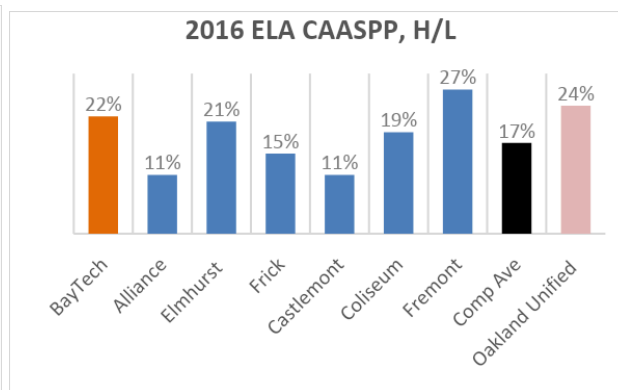
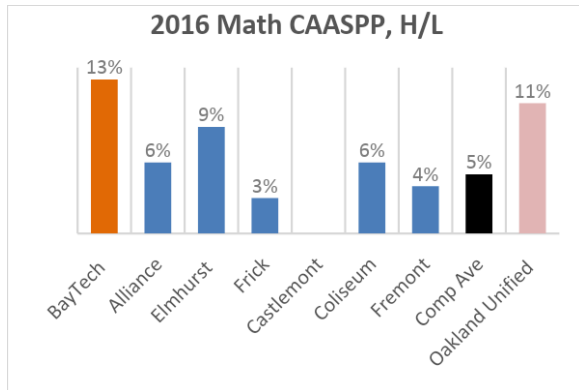
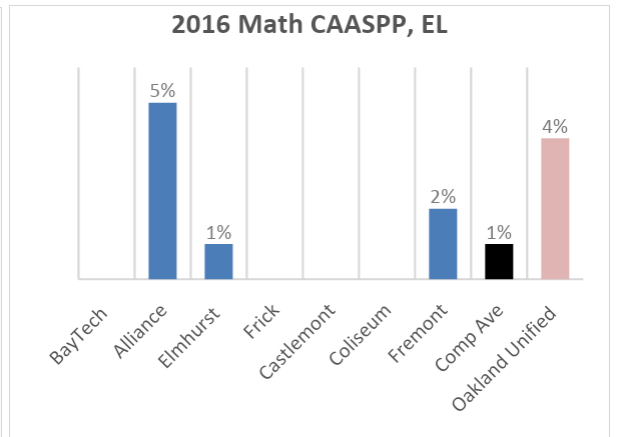
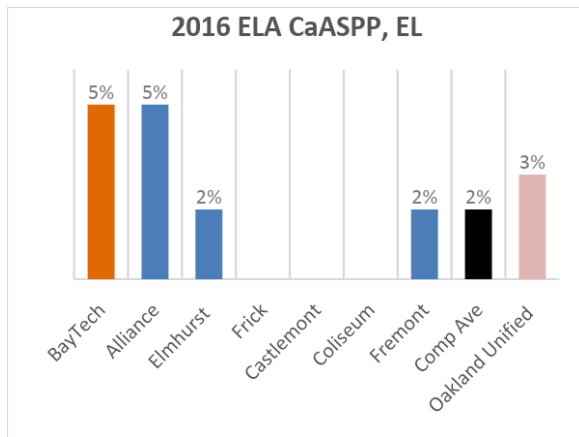
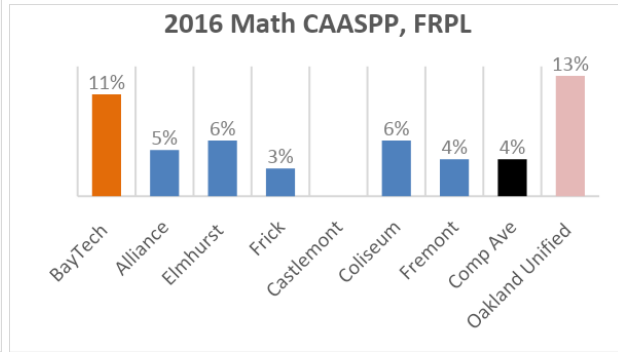
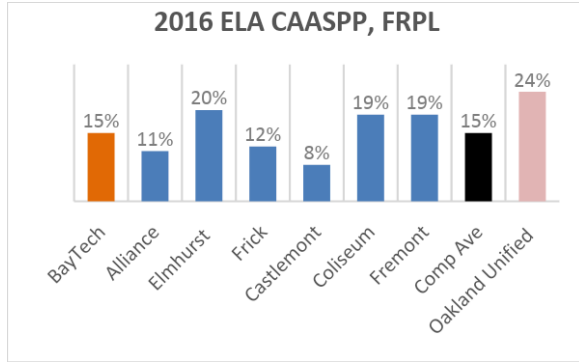
In terms of identifying our students' "best" performance, a comparison of BayTech students to our nearby neighbors and OUSD grade-level averages is illustrative. On 2016 SBACs, the most recent year for which comparison data is publicly available, while performance was significantly lower than preliminary 2017 data indicate, we believe it is important to note that our students' performance was on par with or exceeded our neighboring schools: Alliance Academy Middle School (6-8), Elmhurst Community Prep (6-8), Frick Middle School (6-8), Castlemont High School (9-12), Fremont High School (9-12), Coliseum College Prep Academy (6-12) (collectively, "Comps").

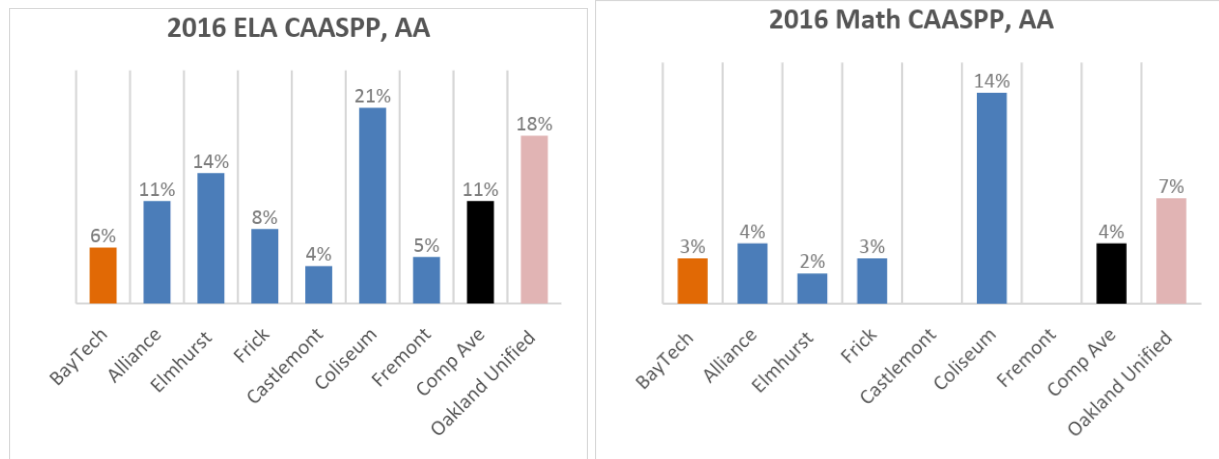
In ELA, BayTech's 15% Met/Exceeded rate matched the average of the nearby Comps and in Math, BayTech's 11% exceeded the Comps by seven percentage points. When breaking out the data by grade spans, our 11th graders' performance is even more impressive:



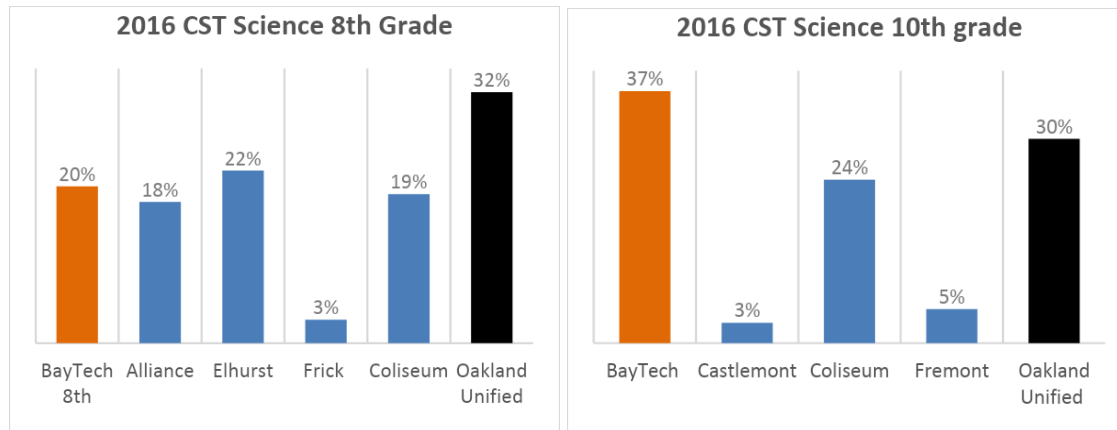
Notably, Castlemont High School in particular is struggling with just 6% proficiency in ELA and 0% proficiency in Math on the 2016 SBAC. We are confident that once 2017 SBAC data is publicly available, these comparisons will show much stronger performance by BayTech compared to nearby schools, OUSD and state averages.

Compared to their peers at nearby schools, almost all of our statistically significant subgroups realized stronger or comparable performance in both ELA and Math (because our 11th grade class was so small – just 20 SBAC scores for the grade – grade span comparisons are not possible, though as indicated above, our 11th graders' performance is significantly stronger than our lower grades):





In addition to the SBACs, thanks to our STEM focus, our state testing in Science is also quite strong, particularly for our older (10th grade) students:



Recent Improvements to the BayTech Program

We are continuously improving and strengthening our program, including changing curriculum and implementing more benchmark/interim assessments to track student growth and progress.

Improving academic performance on the SBAC – and overall grade-level standards mastery in core subjects -- is a main priority. We have taken a number of steps that are already resulting in increased student achievement, including:

- In 2014-15 we hired a part-time RTI specialist (now full-time) to provide additional support for students not meeting their targeted growth on benchmark assessments. The RTI Specialist works each day with small groups of 4-5 students based on assessment data, providing targeted intervention and support. We are currently seeking to hire a new ESL teacher for 2017-18 to provide dedicated full-time instruction and expertise for our growing EL population.
- In 2015-16, we adopted a rotational model, blended learning approach with new online, interactive curriculum through Edmentum to increase the rigor of the English Language Arts program in particular, and personalization that meets students where they most need

development, including for English Learners. We began implementing Chromebook usage in classrooms instead of a dedicated computer lab; each class now has a Chromebook for every student, along with more powerful desktops available for coding and other advanced classes. Our faculty is better able to integrate supplemental and differentiated instructional resources with readings, lectures, videos, music, art, and other materials to deliver content. We provided training for all faculty on using this software and integrating Edmentum into the curriculum; this effort gained strength in 2016-17 as usage of the program increased significantly across classrooms and grade levels. Most importantly, our students now benefit from interactive, personalized online curriculum through Edmentum and starting this year, test prep with Revolution K-12.

- We have adopted several additional assessment tools in addition to ongoing use of NWEA MAP benchmark assessments: Edmentum's interactive curriculum provides real-time, standards-aligned data for our teachers, Accucess online assessments and SBAC interim assessments all provide a rich array of standards-aligned and specific/personalized data about each student, classroom, subgroup and whole school proficiency and growth over time. Our teachers utilize data from these assessments for increased data-driven decisions that support student achievement. Faculty analyze results and use the data for lesson planning, differentiated instruction, and targeted tutoring.
- In 2016-17 we also adopted the Atlas Curriculum Design program. Atlas enables us to streamline lesson and curriculum plans, providing more time for teachers to focus on student needs and improving academic achievement. Atlas provides standards-aligned course goals, units of instruction, learning outcomes/standards, assessments, lessons, teaching resources and more, aligned and in one place. Our Dean of Academics reviews teachers' lesson plans weekly online, providing feedback and suggestions. Teachers are able to see one another's lesson plans and collaborate online.
- In the past two years we have made several staffing additions and changes to support student learning and our faculty:
 - In 2016-17, we added a new Dean of Academics position, promoted our former Dean of Students to assume the Vice Principal role (when the previous Vice Principal resigned), and added a Lead Teacher/Curriculum Coach position. The latter resigned the end of the year to pursue a career in coaching other schools, and rather than replace her, our Dean of Academics is assuming several of her responsibilities and we are adding two new positions:
 - In 2017-18, we have added a Testing Coordinator position to help facilitate our faculty's focus on data-driven instruction and student growth. The Testing Coordinator will oversee timely administration of benchmark assessments, collate and disaggregate data, lead data analysis with individual teachers and PLCs, and help coach teachers in using data to differentiate instruction for individual students.
 - As noted above, we have an open search to add a full-time ESL Teacher in 2017-18.
- Our administrative team (Principal, Dean of Academics, Vice Principal/Dean of Students, College Counselor (who is a certified teacher) and two Department Chairs (Humanities and Math/Science)) each visit classrooms to evaluate instructional practices, coach and

train teachers and set PD goals. The Dean supports and guides teachers to improve their lessons, identify individual student needs, and differentiate instruction. Through our PLC model, teachers also conduct peer observations and provide meaningful feedback. The teachers and administration remain focused throughout the process on the desired outcome of continually improving student learning.

- Also for 2017-18, we have added three new external partners to support student learning and support our faculty:
 - Our new after-school partner, Higher Ground, is providing tutoring four days each week after school at a ratio of 20:1 for up to 100 students each day through an ASES grant; this supplements bi-weekly teacher office hours each Tuesday and Thursday after school where our teachers are available to meet with individual and small groups of students. Adding Higher Ground now frees up our teachers from daily after-school tutoring commitments, so that Mondays and Fridays will now include collaborative planning time and PLCs after school, in addition to 2-2.5 hours of weekly formal professional development and staff meetings on Wednesday “early release” days. Following tutoring each day, Higher Ground is offering an array of engaging clubs and activities based on student interest to supplement our existing clubs (Student Council and Yearbook/Photography) and varsity sports teams.
 - Revolution K-12 is providing focused test prep support for both SBACs and SATs. In addition to comprehensive online interactive test prep software for these tests, Revolution K-12 is providing in-person tutoring daily after school for 20 students that our administration identifies as most in need of intervention on the SBACs, as well as two hours of weekly test prep for our entire junior class to prepare them for the SAT. Juniors will take five practice SAT tests on Saturdays throughout the fall.
 - Boys to Men, through a grant they received, is providing a comprehensive mentoring program for 15-20 of our most at-risk male students. (An effort is underway to start a similar program for girls.) This group meets weekly after school on Thursdays.
- Professional development is heavily focused on the effective use of our new tech-based tools to facilitate the use of formative and summative assessments, in and out of the classroom, for data-driven instructional planning and implementation, including differentiation. Monthly grade level and department level meetings facilitate collaborative vertical and horizontal planning with an emphasis on data analysis and differentiation of instruction as teacher exchange “best practices” and collaboratively identify specific student needs across different classes. Teachers receive training individually and in grade and department level groups on the use of assessment data. Additional PD and coaching is planned to help teachers analyze and interpret data, and then use it to identify and address individual student needs.

We also are increasingly focused on our growing English Learner population. Prior to our facilities move in 2012-13, BayTech’s enrollment was predominantly African American with approximately one-quarter Hispanic/Latino enrollment and a small percentage of English Learners (less than 10%). Since the move, our African American population has decreased as our Hispanic/Latino and English Learner populations have increased. In 2016-17, our 58 ELs (20%) included 42 Spanish

speakers, 14 Arabic, 1 Vietnamese and 1 Turkish.

	Total # ELs	% of Total Enrollment	%Reclassified
2013-14	16	7%	25%
2014-15	38	15%	6%
2015-16	58	20%	5%
2016-17	58	20%	21%

While several of our newly enrolling EL students each year are recent immigrants to the U.S. and speak little to no English, the number of Long Term English Learners (LTELs) has increased as well. For example, in 2015-16, half of the new 6th grade ELs we enrolled were already designated LTELs, bringing our LTEL total to 26 students. In 2016-17, seven out of 12 of our new 6th grade ELs were designated LTELs, for a total of 32 LTELs.

BayTech has made a focused effort on improving EL proficiency and reclassification rates, resulting in a 21% reclassification rate in 2016-17. In 2016-17, 65% of ELs demonstrated proficiency and annual growth on the CELDT, an increase from 35% in 2015 and 25% in 2014. But more needs to be done. Thus, we are continually implementing strategies to improve our ELD program and ensure structures are in place to help EL students learn to read, write, and speak English.

- New adaptive online curriculum, tech-integration, teacher PD and coaching have been a significant benefit for our EL students. Edmentum's ESL ReadingSmart supports teachers in differentiating instruction for ELs by enabling them to create customized lessons, collaborate with others, and measure proficiency within the same platform. We also implemented ReadingMate, which helps EL students develop proficiency in reading (as well as other students needing ELA assistance).
- To increase the progression of EL students, particularly the significant number of LTELs that enroll at BayTech, students who are Level 2 and above receive daily pull-out ELD support with our RTI teacher (who is BCLAD certified) in small groups (and soon will receive dedicated support from an ESL teacher). They also receive supplemental ESL ReadingSmart online curriculum for use outside of school.
- We have offered – and will continue to offer – increased time during teacher PD focused specifically on ELD standards, strategies, differentiation for ELs and data-driven instruction focused on EL proficiency development. During collaborative planning time, teachers discuss differentiation and intervention strategies that support EL student needs, based on data analysis (CELDT/ELPAC, online assessments, and benchmarks). Our EL Coordinator (the Dean of Academics) continuously reviews EL student data and collaborates with the RTI teacher to ensure that individual student needs are being met, particularly for hard-to-serve LTEL students.

- Knowing that peer interactions can have a profound impact on EL's language development, we encourage our strongest bilingual students to mentor and assist their EL peers through formal and informal tutoring, partnering during class and project-based work.
- A new focus specifically on LTEL students' unique and challenging needs includes determining what has prevented each of these students from reclassifying (MAP score, CELDT/ELPAC score, ELA grade, etc.). Domains of growth will be noted in their ELD portfolios. This information is then shared with teachers and a plan of action will be created to facilitate each student's growth and proficiency. If the student has an IEP, language goals and objectives will be carefully reviewed and incorporated into the plan. Once BayTech hires a new ESL teacher, we will determine additional steps we can take to support our LTELs in gaining proficiency through targeted pull-out support/tutoring, online curriculum, test prep and more.

We are confident that this continued focus on data-driven instruction, differentiation and teacher PD/coaching will help us continue to realize growth in the achievement of our students. We believe – based on recent SBAC scores, graduation rates and other data -- that these changes are creating a positive trend that will continue across grade levels and over the years as our students matriculate through BayTech.

Beyond academic success, we also note that our program is strong financially with “clean” audits with no findings every year and a growing reserve in excess of 3% every year. BayTech weathered the great recession and state deferrals – including a major facilities move in 2012-13 -- and is in a strong fiscal position. Enrollment continues to be at capacity with a significant wait list this year for the first time since our facilities move in 2012-13. Parent engagement is increasing, as are stakeholder satisfaction rates. Our governance and operations is also strong, led by an accomplished and experienced non-profit Board of Directors and experienced lead staff.

3. COMMUNITY MEMBERS ON BAYTECH'S BOARD.

Sewellyn Kaplan - *President* (March 1st, 2021 - present)

Sewellyn Kaplan is a former Special Education teacher and administrator in West Contra Costa. She is currently working as a literacy consultant across the U.S. as well as a supervisor of Special Education interns at Cal State East Bay. She is also a clinical professor of education at St. Mary's College of California. She is passionate about all educational opportunities for all.

Shannon Ortland - *Secretary* (October 2022 - present)

Shannon Ortland is the OUSD Board Appointed Director on the Bay Area Technology School Board of Directors. Ortland has more than 25+ in education. She is a leading expert in data driven instruction and served the Mount Diablo Unified School District of more than 35,000 students as their data and assessment coordinator. In July 2021 she accepted a new position at the Contra Costa County Office of Education as the Coordinator of Assessment, Research and Evaluation. In her role she serves more than 285 schools and 18 districts by providing technical support in the areas of assessments and educational services. She lives in Concord with her wonderful dog and is committed to making decisions based on student needs and outcomes.

Christina Filios Yiannakopoulos - *Director* (6/6/2022 - present)

Christina Filios Yiannakopoulos is the assistant director of secondary education at the Mount Diablo Unified School District. She has worked in education for more than 20+ years and has been an ELD and English Teacher, Vice Principal, Principal and district level administrator. She is passionate about ELD education and ensuring that students have access and choice in determining their future. She lives with her husband and two children in the Bay Area and can be found often in Oakland where she attends church. She holds an MA in Curriculum and Instruction and an MA in Educational Leadership.

Kevin Pardo CPA - *Treasurer* (6/6/2022 - present)

As a first generation college graduate, Pardo is interested in ensuring that others have the same opportunities that were presented to him when he was a student. Mr. Pardo lives in Hayward and is a tax executive with Roku in Palo Alto. Kevin has a BA in accounting and holds a CPA designation.

Lily Bramble - *Director* (4/10/2023-present)

Ms. Bramble has spent her entire life in the East Bay. She is a professional scientist working hands-on in the laboratory. She holds a BA in Health and Human Science with a Minor in Biochemistry. She is employed by Nano Precision Medical/ Vivani Inc. in Emeryville CA as a Research Operations Associate II. At work she plans, coordinates and executes preclinical animal studies.

Gemeny Givens III - *Director* (12/4/2023-present)

As an AI researcher and a strategy consultant, Mr. Givens III has an in-depth understanding of computational processes, algorithms and technology use cases; coupled with the ability to convey highly technical information to a variety of business stakeholders. Having worked deeply with AI research and corporate communications, he is able to bridge the gap between business needs and computational feasibility. His current work centers around tech education and the ethical development and implementation of AI technology.

Dr. Moon Li - *Director* (4/22/2024-present)

Dr. Qi Wen "Moon" Li is a Caltech Ph.D. educated scientist. As a first-generation immigrant, she moved to Brooklyn, NY at the age of seventeen. She was the first person in her family to finish high school. In college, she undertook summer research at Yale University through a Mark and Pearle Clements Internship Award. Additionally, she pursued research abroad at the Graz University of Technology in Austria as part of the National Science Foundation's (NSF) International Research Experience for Undergraduates (iREU) program. These experiences helped her secure an NSF graduate research fellowship for her doctoral studies. Post-doctorate, she worked at IBM and Intel. Dr. Li is committed to promoting easy access to nutrition and education, resources she did not have until she immigrated to this country. She lives in Oakland with her husband and two children.

B. PHILOSOPHY & APPROACH TO INSTRUCTION

1. VISION AND MISSION

Mission

Our newly revised mission statement reflects our commitment to our students: *Through a combined effort of staff, students, parents, and community BayTech students will learn the necessary skills required for college and career readiness by engaging in a rigorous curriculum emphasizing STEM. Our students will demonstrate core BayTech E.A.G.L.E.S. values and be equipped with the skill sets required to take on challenges and opportunities in the 21st century. “It’s going to be a great day at BayTech!”*

Vision

BayTech’s vision is defined by our Expected Schoolwide Learning Results, which encompass our definition of **an Educated Person in the 21st Century**. We believe that educated citizens of the 21st century must have a solid background in math, science, and technology, as well as history and literature. With such knowledge, they will be able to keep up with the rapid growth of science and technology, and be able to contextualize it and understand what it means. Such citizens require a lifelong love of learning that enables them to be self-motivated and competent achievers who can quickly adapt to an ever-changing world. In addition, these educated citizens must be effective communicators, adept at writing and speaking, and committed to the intellectual virtues of objectivity, honesty, critical thinking, and social and moral awareness. Finally, they must be problem solvers who are able to work productively and cooperatively in multicultural environments.

BayTech’s educational program is grounded in the belief that our nation's economic future will require a workforce highly-trained in STEM. The comprehensive science education provided by BayTech helps students acquire a whole set of necessary intellectual habits and attitudes that might well be called “scientific habits of thinking,” an important component of critical thinking. These beliefs have helped shape BayTech’s goals for students, which follow.

BAYTECH

Expected Schoolwide Learning Results



- E** **ffective Communicators Who Will:**
- Be able to ask and answer relevant, higher level questions.
 - Listen actively to varying points of view.
 - Utilize technology as a tool for learning and communicating.
 - Demonstrate skills of speaking, listening, reading, and writing for different purposes and in a variety of situations.
- A** **cademic Achievers Who Will:**
- Produce quality of work across the curriculum.
 - Be eligible for college by completing required coursework and equipped with the necessary skills to pursue and succeed in higher education.
 - Acquire and apply knowledge about new technology.
 - Apply research and analysis skills to form factual, fact based perspectives and responses.
- G** **oal-Oriented Students Who Will:**
- Earn a high school diploma and complete A-G requirements for college.
 - Pursue higher education or vocational goals / professional training.
 - Demonstrate time management skills to meet the academic deadline.
- L** **ifelong Learners Who Will:**
- Explore a variety of academic, athletic, artistic, and extracurricular areas.
 - Be open to discovery and develop an enthusiasm and interest for learning.
 - Be adaptive to a wide array of professional and cultural settings.
 - Be goal-oriented and understand the importance of continual goal setting.
- E** **xcellent Critical Thinkers Who Will:**
- Locate, gather, interpret, evaluate, and analyze data.
 - Define and analyze problems, propose, implement, and evaluate solutions.
 - Apply problem-solving skills to achieve a personal or academic goal.
 - Identify and use resources effectively to gather, communicate, and evaluate information.
- S** **ocially Responsible Students Who Will:**
- Be culturally aware and who will be understanding and appreciative of the histories and values of different cultures.
 - Be leaders within their community who contribute to the improvement of life in their school and community.
 - Demonstrate conscientiousness and honesty through personal and academic performance.
 - Has integrity and take responsibility for personal choices and actions.

2. INSTRUCTIONAL METHODS/STRATEGIES

We believe learning best occurs when students are actively involved in the learning process, have direct experiences with the physical world, and relate those experiences to what they are learning in

school.⁵ BayTech's rigorous, standards-based educational program uses inquiry-based activities to help students acquire core academic knowledge, critical thinking abilities, and problem-solving skills. Our program facilitates the development of communication, interpersonal, and other social skills through writing and oral presentations, which include both collaborative and individual work projects. Furthermore, our program is designed to help students attain organizational and study skills, which are crucial to becoming competent, lifelong learners.

- **Active participation.** Students must be given opportunities to construct their knowledge, sometimes through multiple encounters with a new concept. To develop conceptual understanding in constructivist settings, teachers act as facilitators of meaningful learning experiences. Students build on existing knowledge as facilitated experiences help them discover underlying concepts for themselves. This process deepens students' knowledge and stimulates their curiosity and passion for learning. Students learn how to learn, thereby developing the skills to become self-empowered learners.
- **Personalized learning environment.** Learning best occurs in smaller classes, where students are known by their teachers and instruction is personalized to match individual needs. Harvard University research shows that smaller classes produce substantial improvements in learning: the effect on minority children's achievement was approximately double that observed for non-minority children in the first four years of an experimental program in Tennessee.⁶ BayTech is a small school with a total enrollment of 300 students. This enables a student/teacher ratio of 26:1, allowing teachers to provide the individualized instruction and attention that help students learn at their own pace – a crucial component in student achievement.
- **Balance between academics and enrichment.** Experiential methods, such as the annual BayTech STEM EXPO, engage students and facilitate understanding of core concepts through hands-on, enriched learning opportunities – helping students connect classroom knowledge to real life situations. Academics combined with enrichment promotes a love of learning and an overall positive feeling about the school experience. Our after-school programs provide a safe place for academic and non-academic enrichment outside the regular school day.
- **Involved parents.** Parent participation is another important element in our educational philosophy. Students whose parents are involved in their education generally have better attendance, higher homework submission rates, higher grades, higher graduation rates and a greater chance of furthering their education. These outcomes are especially true for predominantly minority and/or low-income communities.⁷ Recognizing that educational success is best realized when the triad of student-teacher-parent/guardian is in harmony, BayTech strives to foster a collaborative partnership with parents and provide our youth with the support necessary to help them learn and reach their highest potential – intellectually, socially, emotionally, and physically.
- **Service learning.** Engaging in community service projects that are related to the curriculum help students become responsible, civic-minded citizens as they move from adolescence and school to adulthood and society. Students who serve in their communities better understand

⁵ D. Fortus et al, "Design-based science and student learning," *Journal of Research in Science Teaching*, v. 41, no. 10, pp. 1081-1110, 2004; S. B. Mertens and N. Flowers, "Middle school practices improve student achievement in high poverty schools," *Middle School Journal*, pp. 33-43, Sep 2003.

⁶ F. Mosteller, "The Tennessee study of class size in the early school grades," *Future Child*. Summer-Fall;5(2):113-27, 1995.

⁷ Cotton, K., and Wiklund, K. R. *Parent Involvement in Education. Close-Up #6*. Portland, OR: Northwest Regional Educational Laboratory, 1989 (ED 312 030).

the importance of being contributing members of society. Therefore, BayTech students are actively involved in various community service projects, such as a food drive for the Alameda County Food Bank, a clothing drive for refugees and community clean-up days.

C. INSTRUCTIONAL DESIGN

1. OVERALL CURRICULAR AND INSTRUCTIONAL DESIGN AND STRUCTURE OF THE PROPOSED EDUCATIONAL PROGRAM.

BayTech offers a college preparatory, comprehensive learning experience with effective site-based instruction and hands-on learning experiences that are relevant and inspiring for students. Tutoring, after-school programs, and school-to-university links supplement classroom instruction. BayTech provides a supportive and caring environment with small classes and strong student-parent-teacher collaboration. Our programs and policies highlight our deep commitment to graduating students who go on to college. Our program has four major components, including: Data-Driven Decision, STEM Focus, Life-Long Learning, and Rigorous Achievement.

Data-Driven Decision

Data-driven practices and habits are central to differentiating instruction (i.e., you can't fix what you don't know). Using data to identify and address students' learning needs is a schoolwide priority that has been integrated into Professional Learning Communities (PLC), staff meetings, professional development, and teacher planning and practices in the classroom. BayTech utilizes data from a variety of sources, including assessment and standardized tests. Because California's standardized testing occurs in the spring (and results are not available for adjustments in the current school year), our students are tested at the beginning of school and several times thereafter through other standards-based and large-scaled tests. Biweekly staff meetings at BayTech are organized by subject and grade level in PLCs, during which teachers identify learning needs and necessary instructional adjustments based upon the data results. Staff share best practices and discuss issues regarding academic and behavior support for students, such as tutoring, mentorships, Response to Intervention (RTI), IEPs/504 plans for students with special needs, homework load, differentiation, grading uniformity, long-term projects, curriculum alignment, and other issues. The meetings facilitate vertical and horizontal alignment of California Common Core State Standards (CCSS) and new Next Generation Science Standards (NGSS), ensuring no standards are missed.

Identifying Low-Achieving Students Through Computer-Adapted Tests

Campus-wide tests measure students' performance levels based upon the CCSS. They also measure analytic ability, critical thinking, synthesis, and other important learning skills. Teachers use these results to identify what content has been learned; diagnose instructional needs; monitor academic growth over time; differentiate instruction; and place students into appropriate courses. Testing provides a valuable resource to identify students for remediation and intervention, but is not used as a basis for promotion. The following assessments are used.

- **Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP).** NWEA computer-adapted tests, called MAP, are used to evaluate student learning and differentiate instruction accordingly. MAP is administered at the beginning and end of the school year (in English Language Arts and Math) to students in grades 6-11, which enables

progress monitoring through to graduation. Test results are received within 24 hours, facilitating rapid diagnosis and lesson planning. Results determine individual student levels, pinpoint where support is needed, and inform instruction. Teachers meet with students to share results and discuss goals for the next MAP test, along with what students must do to achieve them.

With a large norm reference group (more than two million), MAP reports provide highly accurate feedback on student performance. The assessments adapt to each student's ability, measuring what has already been learned, and what still needs to be learned. Within each subject area, student performance can be identified as: 1) Proficient and growing; 2) Proficient and not growing; 3) Growing but not proficient; and 4) Not growing and not proficient.

- **Interim SBAC Block Tests.** Interim SBAC block tests are now administered four times a year (before progress reports) in an effort to increase student achievement on the CAASPP. Interim SBAC block tests provide information on student progress on the various sections of the SBAC, along with disaggregated student data. The data help teachers establish targets for student support and track their progress in preparation for the CAASPP summative test. Results guide differentiated instruction and determine where resources should be allocated to help close the achievement gap.
- **Edmentum Accucess.** We administer this diagnostic exam for reading, writing and math at the beginning of each year. This computer-adapted, online diagnostic assessment test, enables quick identification of a student's strengths and learning needs in reading, writing, and math. Subject specific, the assessment starts with a question at the specified grade level, followed by more questions to determine conceptual understanding; these are adjusted up or down as needed. Once learning needs are identified, the program prescribes content to fill the identified learning gaps. Accucess helps teachers to personalize instruction and enable students to receive more targeted tutoring and academic programming.

Differentiated Instruction

BayTech is well-equipped to meet the needs of a diverse student body with multiple learning styles. In 2015, BayTech entered a partnership with Edmentum, an educational company that provides a variety of online educational programs that support individualized learning for every student, including curriculum, assessment, reading, and intervention tools for teachers and students. BayTech utilizes a rotational blended learning model, where students attend their classes daily, but receive 30% of their direct instruction and homework through Edmentum. Students control their own learning and pacing, which facilitates an individualized learning style. Students can ask questions of their teachers, replay a lecture when needed, and retake a test or quiz to improve. The Edmentum programs utilized include *Plato Courseware*, *Study Island*, *ReadingMate* and *ESL Reading Smart*.

- **Plato Courseware:** Contains over 300 hundred middle school, high school and advanced level courses, including ones for credit recovery. Teachers can offer a wide range of programs from the course list, and students can choose electives and advanced level courses that would not be provided otherwise in a regular school schedule. Students are also able to take credit recovery courses at their own pace to complete their credit deficiencies and improve their grades.

- **Study Island:** Provides a vast test bank tool that teachers can use to reinforce and advance students' learning. Study Island can be used for pre-test, post-test, and benchmark tests.
- **ReadingMate/ESL Reading Smart:** A reading tool for both English Learners and other students, BayTech has been using the ReadingMate tool for SSR (Silent Sustained Reading) hours, and ESL Reading Smart for direct instruction ESL courses for our EL students.

Students are assigned class activities based on their identified levels (as determined by computer-adapted assessments). Additionally, in-class assessments are used to determine students' levels of understanding. The Lead Teacher/Curriculum Coach (added to the staff in 2015-16) helps teachers to identify individual student needs, improve their lessons, and add appropriate differentiation, thus ensuring lessons are accessible to students with various learning differences, diagnosed and otherwise. Teachers differentiate instruction daily per their students' cognitive and social needs, utilizing strategies that include tiered assignments, interest centers/groups, independent projects, flexible grouping, and varying questions.

Students who are achieving substantially below grade level are identified through multiple assessments including: MAP Tests, Edmentum Accusess, interim SBAC block tests. BayTech uses the Edmentum online suite of educational programs to help teachers differentiate instruction for students not meeting their growth targets, including *Plato Courseware*, *Study Island*, *ReadingMate* and *ESL Reading Smart*. Edmentum programs support individualized learning and include curriculum, assessment, reading and intervention tools for teachers and students. BayTech incorporates a rotational blended learning model, where students attend their classes daily but receive 30% of their instruction and homework through Edmentum's Plato Learning Environment. This empowers students to take control of their learning and pacing, and supports their individualized learning styles. Students can ask questions of their teachers, replay a lecture, and retake a test or quiz as needed.

Early Intervention

BayTech is committed to helping each student achieve his or her full potential. We identify low-achieving students in the first weeks of the academic year and implement early interventions where indicated. At-risk students are identified through home language surveys, student records, parent and teacher feedback, and assessments, among others. Additionally, the PLCs engage in data-driven activities throughout the year to ensure ongoing proactivity in identifying at-risk students and any requisite interventions. Placements and support strategies are determined through assessment results and parent/teacher recommendations. These may include academic intervention/enrichment classes, EL teaching strategies, appropriate accommodations/modifications, Least Restrictive Environment, and after-school tutoring, among others. For students that struggle academically, an individualized learning and academic intervention plan is developed by the student, parent and teacher. The plan includes benchmarks toward academic progress and proficiency. Academic interventions are targeted and data is used to monitor students' academic progress. Discussion of progress (or lack thereof) occurs during department and grade level team meetings.

Free individual and group tutoring, individual teacher mentoring and support, after-school programs, homework clubs, home visits, motivational guest speakers, parent meetings, university and college visits, and field trips are utilized to support the student and the family in a holistic

manner. The Silent Sustained Reading (SSR) period is used for English Language Arts and Math tutoring for students who are not achieving at grade level; students are grouped per ability and needs. Students also attend tutoring during 7th Period. Student progress is tracked through assessments, with the goal of attaining at least one year's academic growth within the school year. Parents are invited to meet with their child's teachers and are encouraged to participate in their child's education; and they are provided with tips and training to help them do so with efficacy.

Resources are used to bolster support for students needing intervention, such as Edmentum Intervention Services, which was purchased to address the needs of students not meeting their target growth on benchmark assessments. In addition, BayTech supports small class sizes, which enhance each teacher's ability to provide individual attention and targeted instruction, and monitor their students' progress more effectively.

Math/ELA Enrichment/Intervention Classes

For students achieving substantially below grade level in math or English, BayTech offers Math/ELA Enrichment/Intervention classes. Teachers use educational materials that provide review and re-teach programs. Edmentum and Khan Academy programs allow teachers to monitor the progress of students who are achieving below grade level through software generated tests and personalized instructional materials (which are based on California CCSS that have not been achieved).

After-School Tutoring

BayTech provides an educational environment that includes individualized academic support through its after-school tutoring program. Starting in 2017-18, BayTech has contracted with Higher Ground to provide comprehensive after-school tutoring and enrichment services four days each week (other than Wednesday early release day). We also have partnered with Boys to Men to provide an engaging mentoring program once weekly for 15-20 of our most at-risk male students. Finally, Revolution K-12 is providing daily tutoring for 20 of our most in-need students on SBAC test prep, supplemented by their comprehensive interactive test prep software, as well as weekly tutoring for our entire junior class on SAT prep. Also new in 2017-18, all student athletes will be required to attend once weekly tutoring during their varsity season to ensure these students are staying on track and continuing to set a strong example for their peers.

Tutoring is structured to fit each student's needs and maximize his or her potential. Thus, some students may receive tutoring one afternoon a week, whereas others may receive tutoring daily. The tutoring program is open to all students who need or desire assistance, not those who are classified solely as low-achieving. Tutors are available upon request to students performing at or above grade level. Tutoring sessions generally occur after school but may also be scheduled on weekend days, depending on student and parent need. Edmentum's Plato Learning Environment and Khan Academy programs are utilized to provide personalized worksheets adjusted to each student's needs.

STEM Focus

In agreement with the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO), BayTech believes that an educated citizen in the 21st century must have advanced skills and understanding to participate and work productively

in a technologically-oriented and global environment.

To help students achieve their maximum potential, BayTech provides a rigorous, relevant and college preparatory curriculum. Our educational program emphasizes science, technology, engineering and math (STEM); though it also provides solid instruction in humanities and social sciences to educate the whole child. Our program relies significantly on the innovative use of technology to increase student learning and achievement. In our contemporary era of technology, every school has computers and uses them for educational purposes. However, the important issue is how effectively they are used. Research indicates the use of technology in education will result in “good” learning only through successful implementation.⁸ Our use of technology with a STEM-focused curriculum includes the following highlights.

- **Technology** is integrated into instruction, bringing new life to the classroom and engaging students in their learning for fully. BayTech provides a high-speed Internet connection throughout its campus, in addition to a computer lab. Beginning in 2015-16, each classroom was equipped with a set of digital devices for students to use on a one-to-one basis. Students are assigned a device number to be used in every single room. When teachers use Edmentum for their classes, students take the device with their assigned number and login with their own individual account. The devices allow students to access all Edmentum programs, Khan Academy, COOLSIS (online information system), Google Drive and Google Docs, and any other online tool utilized by their teacher. Most student assignments are accessible online, outside of school, which has improved communication between student, teacher, and parent.
- **Math** courses provide a comprehensive scope and sequence to address the diverse skills, interests and backgrounds of all learners. Students are assessed for current knowledge and skill level, and placed in the appropriate class. Those with little math background are supported with remediation and intervention. Students with a strong background are provided with enrichment opportunities and advanced courses.
- **Science** courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. Students gain classroom experience in applying scientific inquiry and reasoning to real-world problems, which will provide a clear advantage when they are exposed to issues that require similar thought and reasoning processes as adults.
- **Advanced courses** are offered to spur interest and prepare students for STEM-related careers. Science classes employ technology in laboratory exploration and experimentation. Computer simulations assist in expanding lab opportunities across all grade levels. Teachers use inquiry-based approaches effectively to engage students in the learning process and foster high levels of interest. Students’ observations and reflections are the key factors for maximum learning results through hands-on instruction.
- **Critical-thinking skills** are enhanced as students work on inquiry-based activities and projects outside of the classroom. BayTech organizes an annual school-wide science fair and history fair, in which all students participate. Students then move on to participate in regional and statewide science fairs.
- **Instructional aides** are used to spur interest and enhance teaching and learning practices in math, science and technology, as well as basic engineering skills. Skills in programming, physical coordination, and sequencing are developed using these tools.
- **Peer tutoring** challenges both high- and low-achieving students.

⁸ Papert, S. & Turkle, S. (1993). Styles and voices. *For the Learning of Learning of Mathematics*, 13, 49 - 52.

Life-Long Learning

The scale of current economic and social change and the rapid transition to a knowledge-based society are all challenges which demand a new approach to education and training, within the framework of life-long learning. Life-long learning is defined as “all learning activity undertaken throughout life, with the aim of improving knowledge, skills and competence, within a personal, civic, social and/or employment-related perspective.”⁹

Every student has the potential to learn and excel. However, some students might not realize their potential yet, or have the requisite vision and/or supports in place fully to excel. In August 2017, our partners from Cultura y Bienestar (Culture and Wellness), a project of La Clínica de La Raza in collaboration with La Familia Counseling Service and Tiburcio Vázquez Health Center, provided a comprehensive training for our entire faculty and staff on Trauma with School-Aged Children. We will continue to facilitate teacher training in this area. BayTech’s instructional program is designed so that students are surrounded by role models who provide vision and guidance. Students are motivated to focus on their individual learning and gain self-confidence through the discovery of their potential.

We further provide a comprehensive counseling and guidance program aligned with the American School Counselors Association (ASCA)’s National Model for School Counseling Programs. Bay Area Technology School has hired a full-time support counselor in order to address the student’s social/emotional and personal needs. The Counselor regularly refers students and families to counseling, social services and other supports through organizations such as La Clinica, La Familia, Tiburcio Vasquez Health Center, Alameda County Behavioral Health Services, Alameda County Social Services, Berkeley Mental Health Division and the Alameda County Medical Center’s Psychiatric Outpatient Services, we aim to incorporate more social-emotional development and support for our students into school life. The Counselor has been working to support students by offering them various opportunities to express their needs and concerns. The counseling program works toward building a safe and supportive environment. Students are supported with conflict resolution, peer challenges, and bullying prevention. The top 5% at risk students are offered one-on-one and group counseling, mediation and restorative justice once a week. Counseling is used as a supportive tool for students but it also serves as a preventative measure to keep students from expressing harm towards themselves and others. Walk ins are open and available to all students if needed. Students who may be struggling with behavior and are having issues with other students are seen by the counselor in order to receive guidance and support to help them make safe decisions. With the help from teachers, parents, and the Vice Principal/Dean of Students; the Counselor strives to ensure an overall safe school environment for all students.

Within the Counseling program, Restorative Justice is being utilized as a tool to help students deal with conflict and as a way to settle their differences within a safe and supportive setting. Restorative Justice meetings are held as needed and are open to all students. Restorative Justice is an approach to justice that focuses on the needs of the victims and the offenders, as well as the involved community. This contrasts to more punitive approaches where the main aim is to punish the offender. Restorative Justice focuses on repairing the harm that was done through cooperative processes that include all stakeholders.

⁹ Source: http://www.esac.org/articles/2007_08_005.pdf

For the past four years, Next Generation Momentum Group provides an all-day annual workshop for our middle grades students, focused on empathy, building understanding, bullying and depression issues. This program addresses personal/social, career, and academic needs for all grades, including responsive services and individual student planning.

High Expectations

Numerous research studies have shown that high expectations yield better results at schools. The Every Student Succeeds Act (ESSA) of 2015 requires states, districts, and schools to hold high expectations for all students, teach them to high academic standards, and work to improve outcomes for low-performing groups.

BayTech expects and strives to support all students to graduate from high school prepared for college and career-ready. The student grade groups at BayTech are named after colleges and universities to normalize the goal of college attendance and encourage students to strive for college acceptance. BayTech expects our graduates to:

- Attend a four-year college and pursue a career, preferably in STEM fields.
- Possess the qualities and character of educated citizens of the 21st century.

To ensure students are on a college- and career-ready path, a 4-Year Plan is developed collaboratively with each student at the end of 9th grade. Students and parents meet with the College Counselor and Academic Dean to review the student's readiness for high school and map out the courses he or she will take in high school. This academic plan is reviewed periodically and parents are notified of student progress toward graduation.

College Preparation and Counseling

BayTech prepares all students to be college and career ready with a rigorous and broad curriculum grounded in the core academic disciplines, but also consisting of other subjects that are part of a well-rounded education. Our programs and policies highlight our deep commitment to graduating students who go on to college. Our educational program focuses on strengthening basic academic skills in middle school, which then build a solid foundation for the college preparatory program offered in our high school. Academic preparation alone is not enough to ensure postsecondary readiness, but it is essential in establishing a pathway to college, careers, and life in the 21st century. Key features of our college- and career-going culture include:

- A-G curriculum that fulfills University of California (UC) and California State University (CSU) requirements (our graduation requirements exceed A-G requirements)
- 4-year academic plan that lays out the classes a student will take each year during high school
- Dual/concurrent college enrollment program supported by Berkeley City College, Merritt College, and Laney College that allows students to receive college credit while at BayTech
- Advanced Placement (AP) Courses
- Comprehensive college counseling
- Continuous career counseling, career days, college fairs, college visits, and guest speakers
- Preparation for college admissions exams, such as SAT classes (Revolution K12)

- Online tool to create a multi-year academic plan and track graduation requirements, with an opportunity to explore careers and colleges. (Navience)
- Individualized one-on-one tutoring sessions

Students are encouraged to begin thinking about professional opportunities through counseling and exposure to careers. When students are able to identify career areas early, and when the school provides a curriculum that enables them to pursue their interests, their motivation grows.

Based on parent feedback, we are working to streamline our calendar of college education and awareness events, including college tours to local campuses and on-site visits from college representatives, and provide better advance communications to families about these opportunities. We also are creating a more streamlined and concise 4-Year Plan format that will be more individualized for each student and easier for families and students to understand.

We also are working to increase our college and career prep activities for students to ensure they are well-prepared for life after BayTech. Our juniors identify potential summer internships and job opportunities and prepare formal resumes and cover letters, culminating with mock interviews with our Vice Principal.

Home Visits

Research has shown that one of the keys to successful teaching and learning is creating personal connections with students inside and outside of school.¹⁰ Knowing students' outside interests, their families and home routines – and then using that information to connect in meaningful, individualized ways – can reap huge rewards in developing happier, healthier, and more successful youth. Recognizing this, home visits are an important feature of BayTech's education program: to improve student and school performance; and to identify and intervene early with low-achieving students.

Recently, the Home Visit Program has increased in participation, with more anticipated growth the coming years. This voluntary program encourages teachers and staff (in pairs) to conduct visits to students' homes in order to establish stronger bonds with the students and their families, learn more about the student's home experience, communicate with parents about school expectations for the student's success, answer questions and more. Teachers/staff receive a small stipend for each visit they conduct. These visits have led to a noticeable increase in parent engagement in their student's success and participation in school life, as well as stronger relationships between students and their teachers. BayTech teachers visit students and their parents (on an as-needed basis) in their homes to enhance learning and involvement. Family visits offer invaluable insights about students and can provide greater understanding about their learning styles. Visits also provide information specific to students' emotional and social needs and behavior; for example, if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers learn about students' interests and concerns (e.g., a new hobby, an upcoming trip, a change in the family). One of our science teachers, who is the coordinator of our STEM EXPO program, last year conducted more than 70 home visits; our Dean of Academics conducted 10 home visits for 12th grade students to engage families specifically in conversations about post-graduation goals and plans. Ultimately, we would like to see all students have a Home Visit at least once as a matter of course. BayTech staff uses an "Activity Module" in its school information system (CoolSIS) to plan and record home

¹⁰ Source: http://crede.berkeley.edu/products/print/pract_briefs/pb1.shtml

visits.

Field Trips And Guest Speakers For Motivation

BayTech students go on various field trips throughout the school year. Field Trips offer an exciting way to learn and provide opportunities for students to gain insights and knowledge that cannot be fully gleaned from regular classroom instruction. Field trips are an integral part of our curriculum and are as essential to our program as textbooks, equipment, and other instructional devices and teaching/learning strategies. Field trips bring real-world experience to students and enhance their classroom studies, allowing them to learn in their own way. Whether visiting a research laboratory, a university campus, meeting with scientists or listening to a guest speaker – these experiences can spark new interests and motivate students along the pathway to being college and career-ready, particularly when they meet someone who shares their culture and becomes a role model. While most field trips are related directly to specific, academic curricula, they may also address the need for intra- and inter-personal growth. That is, field trips may sometimes be designed to promote social and emotional development, and to support the "whole" child.

RIGOROUS ACADEMIC ACHIEVEMENT

BayTech's instructional program is rooted in the belief that all students can learn and excel. Toward this end, some students need enhanced academic challenges and opportunities to fully develop their skills and talents. BayTech strives to provide every student with the means to reach his or her full potential. AP classes are offered for advanced students and online resources allow for advanced students to move ahead and find more challenging material.

Advanced Placement (AP) Courses

BayTech offers Advanced Placement (AP) courses depending on student need and interest. AP courses are college-level courses, taught with college textbooks and exams, that give students an opportunity to earn college credits while in high school. Students who pass the corresponding AP exams get college credit for the courses when they enter their freshman year. The following is a list of AP courses BayTech has offered:

- AP English Language and Composition
- AP English Literature and Composition
- AP Biology
- AP Chemistry
- AP Physics
- AP Computer Science
- AP Calculus
- AP World History
- AP US History
- AP American Government

Dual Enrollment

Dual enrollment is a program that allows eligible high school students to enroll in a college course and receive both high school and college credit simultaneously. Dual enrollment eliminates the duplication of coursework between high school and college, allowing students to earn their college degree in less time, save money, and experience the college environment. Junior and senior high school students who have demonstrated academic, personal, and social maturity are eligible to

participate. BayTech collaborates with the Peralta College system, including Laney College, Merritt College, College of Alameda, and Berkeley City College. Courses include Statistics, Physics, Human Anatomy, African American History, West African Dance, Japanese and Economics.

2. CURRICULUM SUPPORTS IMPLEMENTATION AND ENSURES STUDENT MASTERY OF THE CA COMMON CORE STATE STANDARDS (CCSS) AND OTHER STATE CONTENT STANDARDS.

The school leadership and faculty of BayTech ensure that all students are provided with a rigorous, relevant, coherent, standards-based college-preparatory STEM curriculum that supports the vision and mission, academic standards, and goals of the school. While the curriculum concentrates on a hands-on approach to STEM subject areas, the school also provides a solid education in humanities and social sciences to educate the whole child.

In 2015-16, we adopted a rotational model, blended learning approach with new online, interactive curriculum through Edmentum to increase the rigor of the English Language Arts program in particular, and personalization that meets students where they most need development, including for English Learners. We began implementing Chromebook usage in classrooms instead of a dedicated computer lab; each class now has a Chromebook for every student, along with more powerful desktops available for coding and other advanced classes. Our faculty is better able to integrate supplemental and differentiated instructional resources with readings, lectures, videos, music, art, and other materials to deliver content. We provided training for all faculty on using this software and integrating Edmentum into the curriculum; this effort gained strength in 2016-17 as usage of the program increased significantly across classrooms and grade levels. Most importantly, our students now benefit from interactive, personalized online curriculum through Edmentum and starting this year, test prep with Revolution K-12.

Our curriculum is CCSS-aligned, which establishes consistent and clear education standards that prepare students for success in college, career, and the competitive global economy.

- **Science/Technology/Math (STEM):** BayTech’s curriculum immerses students in the scientific method and encourages them to use computers and the Internet to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. In the process, students become self-reliant, independent problem-solvers. In keeping with the STEM emphasis at BayTech, advanced courses are available in these subjects.
- **Language Arts:** The curriculum is literature-based with fluency practice in reading and writing. Conventions of writing are emphasized daily in written homework and lab assignments. Students taking advanced foreign language are encouraged to study works written in that language, e.g., Spanish.
 - **Writing:** An important vehicle for learning, BayTech students are given frequent writing assignments to reinforce learning and enhance understanding. We believe that every student must be able to express themselves clearly through writing, in every subject. As the common core writing standards¹¹ phrase it, “For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying

¹¹ Source: http://www.corestandards.org/assets/CCSSI_ELA%20Standards.pdf

what they have experienced, imagined, thought, and felt.”

- **History/Social Science:** Courses are inquiry-based; and topics involve real-world problems, with a focus on local current events, history and culture. In accordance with the National Council for the Social Studies,¹² social studies courses aim to prepare students to identify, understand, and work to solve the challenges facing our diverse nation in an increasingly interdependent world. Citizenship education helps students acquire and learn to use the skills, knowledge, and attitudes that prepare them to be competent and responsible citizens throughout their lives. Such citizens are informed and thoughtful, participate in their communities, are involved politically, and exhibit moral and civic virtues.
- **Art:** BayTech offers courses and clubs in art, music and technology. Study of the arts is enhanced through its integration into other subjects, such as: *The Physics of Sound and Music*, *The Art of Fractals and Snowflakes*, *Design Elements in Art* (analysis of Marc Chagall’s work in Technology courses); *Design on the Frontier* (simulated quilt construction in the eighth grade American History course); *Japanese Papermaking and Kite Design* (World History and Cultures); streamline and deco design (used in automobile styling); and film robots described in science fiction literature (as part of the technology and robotics lab). Students are not just “cultural tourists,” but instead become immersed in culture and diversity through daily discussion, projects and guest speaker presentations.

Teachers develop curriculum maps at the beginning of each school year, defining clearly the course objectives with alignment to California CCSS and students’ needs based upon CAASPP and MAP test results. They develop weekly lesson plans that outline: objectives, use of academic language, use of various instructional strategies, and assessments that check for understanding. BayTech teachers are guided by the following standards in curriculum and lesson planning:

- Learning objectives are clearly stated for students.
- Exemplars are provided to guide and inform students.
- Multiple measures are used, including formal and informal formative assessments.
- Students are given specific and immediate feedback about their learning.
- Assessment data informs ongoing instruction modification and curriculum revision.

Teachers post their lesson plans via the Atlas Lesson Planning system (implemented in 2016-17), which allows them to collaborate and view other teachers’ plans. Atlas also provides reports of the California CCSS being taught in each class, enabling BayTech administration to verify curricular coverage of the standards.

The Dean of Academics meets with each teacher at least once a month for guidance and mentoring; lesson plans are reviewed weekly via the Atlas system, with continuous feedback and revision. The entire Administrative Team works closely with teachers in their PLCs and during weekly early release time to strategize curriculum choices, instructional practices, assessment methods, and reflection on their teaching practice and also helps teachers to identify student needs, improve their lessons, and add appropriate differentiation, thus ensuring lessons are accessible to students with various learning differences, diagnosed and otherwise

¹² Source: <http://www.ncss.or/positions/powerful>

As noted above, BayTech teachers meet regularly in departments and grade level PLCs where they share best practices, receive feedback, and collaborate on horizontal and vertical alignment of the CCSS across grades and subjects. Curriculum revision and refinement processes are continuous and collaborative, and are based upon student performance assessments and data. These processes continue in the summer and at the beginning of the school year as part of comprehensive in-service programs.

Teachers design instruction that engages diverse learners in active learning through meaningful, real-world activities. This is accomplished through instructional approaches such as differentiation, scaffolding, brain-based learning, authentic multi-level teaching and learning, workshop teaching, and multiple intelligences. BayTech teachers use a wide variety of strategies¹³ to shape instruction and include: 1) Identifying similarities and differences; 2) Summarizing and note taking; 3) Reinforcing effort and providing recognition; 4) Homework and practice; 5) Nonlinguistic representations; 6) Cooperative learning; 7) Setting objectives and providing feedback; 8) Generating and testing hypotheses; 9) Cues, questions, and advance organizers.

Middle School Curriculum

In grades 6 through 8, students take required core courses in Mathematics, Science, English Language Arts and History-Social Science. In addition, the following courses are offered as part of the comprehensive education program, depending on student need/demand and availability of teachers and resources:

- Languages Other than English
- Visual and Performing Arts
- Physical Education/Health
- Computers and Technology
- Math/ELA Enrichment
- Life Skills
- Other elective courses

High School Curriculum

One of the cornerstones of BayTech's academic vision is that science is a central factor in understanding the world. Science has the power to help students discover interesting and exciting facts about the world, as well as themselves. As a college-preparatory school, BayTech considers the various factors that lead to post-secondary success. BayTech's high school curriculum meets all California State Minimum Course Requirements for high school graduation and the "A-G" requirements of the University of California system. Two reliable predictors are high school achievement in advanced science and math courses, and writing ability.

Our core high school curriculum offers courses in Mathematics, Science, English, and History/Social Science. In addition, students are required to take:

- Physical Education
- Foreign Language
- Visual & Performing Arts

¹³ Marzano, Robert J., Deborah Pickering, and Jane E. Pollock. Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement Alexandria, Va.: ASCD, 2001.

- Computer/Technology
- Electives

High school students also undertake a community service project.

English Language Arts (Core, College Preparatory)

The ELA curriculum is based on California Common Core State Standards for English Language Arts, along with the *Reading / Language Arts Frameworks*. Teachers engage in vertical articulation, and collaborate with their peers in other subjects to integrate ELA strands into other core classroom learning. All faculty emphasize close reading and informational text, aligned with grade level expectations in the standards. The curriculum is based on state adopted textbooks, online interactive learning via Edmentum's Plato Courseware, approved reading lists, and teacher-created curricula using a variety of resources to enhance student learning.

Grades 6-8

In middle school, students are expected to grapple with different texts and analyze the development of arguments throughout each text, comparing and contrasting the writer's argument, and analyzing the validity of evidence presented. Students read rigorous fiction and non-fiction texts, prose and poetry, including Shakespeare in 8th grade. Our faculty continuously differentiates and scaffolds instruction to ensure that each student is able to meet grade level standards, with the goal that all students complete 8th grade at or above grade level in reading.

Students in middle grades, in accordance with CCSS for the grade levels, learn to diagram complex sentences, engage in close reading of complex content, debate and discuss what they have read, and self-assess their own writing and analysis. Central to the students' progress in grades 6-8 as they enter secondary education and prepare for high school curriculum is the use of evidence to support a thesis. Our students practice this skill repeatedly while being supported with targeted instruction and intervention.

In addition to reading and writing, ELA and other core subjects include specific emphasis on listening and speaking skills, including students' term-end Presentations of Learning. Students are taught that active, effective listening is a habit to develop and the foundation of effective communication. Students have continuous opportunities to practice speaking clearly and using complete sentences during formal oral reports and presentations. Teachers develop specific rubrics based on ELA and ELD standards that they share with students in order to communicate expectations. These rubrics provide students with an understanding of the components of effective speaking enabling them to reflect on their own performance and from the presentations of their peers.

Grades 9-12

English 1 [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits]

This course will provide a foundation and a launching pad for the student's high school career. Skills taught include grammar, punctuation, vocabulary development, sentence structure, paragraph structure and development, essay and memoir writing, public speaking, in depth analysis and discussion of various literary works and through researching informational materials, and reading

comprehension, preparing students for a variety of academic challenges. In-depth vocabulary study in preparation for SAT will begin. Literature will include poetry, memoir, drama, short stories, and novels. Students will understand the use of figurative language and complex literary devices; and elements of voice, character, conflict, tone, and theme. Students will write coherent and focused essays that convey a well-defined perspective and tightly reasoned argument, using clear, precise language.

English 2 [Prerequisites: English 1] [Grades: 10th] [Credit: 10 Credits]

Tenth Grade Language Arts at BayTech will use World Literature to focus our minds upon learning of the world and its place in history. Students will develop their skills in reading, thinking, writing, listening, and speaking through in-depth study of world literature in a variety of genres and through researching informational materials. The course of study complements the student's study of world history in the tenth grade. Students will develop their personal vocabularies and demonstrate understanding of word meanings (literal, figurative, denotative, and connotative) and word origins, including words from Greek, Roman, and Norse mythology.

This course will serve as a wide survey course, but preparatory for future survey-style literature courses in both upper division high school classes and college settings. As well, we will be working quite heavily on test preparation with a mind to such as AIMS, SAT, PSAT, and COMPASS tests. During the year, students will read copiously, write critically, and even draft a college entrance essay.

English 3 [Prerequisites: English 2] [Grades: 11th] [Credit: 10 Credits]

Students will read and respond to historically or culturally significant works of American literature, analyzing recurrent themes in depth. Focus is also on characteristics of subgenres (e.g., satire, parody, and allegory, pastoral), analysis of irony, tone, mood, style, voice, imagery, and figures of speech. Readings will trace the development of American literature from the colonial period forward, contrasting major periods, themes, styles, and cultures, as well as philosophical, political, and social influences of each period. Readings will enhance students' study of U. S. history in the junior year. Juniors will have a rigorous composition experience as well as undertake an in-depth study of American writers and literary trends to answer the essential question: How does American Literature reflect and shape the national identity and culture of the United States? Students will write analytical essays and personal responses to the literature read from the genres of novels, dramas, short stories, and poetry. Vocabulary study in preparation for SAT will continue.

English 4 [English 3] [Grades: 12th] [Credit: 10 Credits]

This course will include a survey of British Literature from Beowulf to the Elizabethan Period, use various methods to both read and understand the world view of the writers who wrote during this period. In addition students will be required to do a major project during each term. This course provides accelerated preparation for college by focusing on refining and mastering skills in writing, reading, literary analysis, speaking, and listening. Reading assignments will focus on critical reading skills in mainly British literature. Students will write a variety of papers, ranging from literary interpretation to college application essays. Through the use of selected readings, films, recordings and guest speakers, students will explore answers to the essential question: How does literature reflect culture and self? Class discussion is an important aspect of the course. Students are encouraged to learn by participating in the development of concepts and the solutions of problems. The student's ability to criticize and analyze will be challenged in term projects/papers,

essays, tests, and presentations. Vocabulary study in preparation for PSAT will continue.

AP English Language and Composition [Prerequisites: English 1 + teacher's approval] [Grades: 10th, 11th, 12th] [Credit: 10 Credits]

An AP course in English Language and Composition engages students in becoming skilled readers of prose written in a variety of periods, disciplines, and rhetorical contexts, and in becoming skilled writers who compose for a variety of purposes. Both their writing and their reading should make students aware of the interactions among a writer's purposes, audience expectations, and subjects as well as the way generic conventions and the resources of language contribute to effectiveness in writing. The curriculum emphasizes the expository, analytical, and argumentative writing that forms the basis of academic and professional communication, as well as the personal and reflective writing that fosters the development of writing facility in any context. Students are encouraged to place their emphasis on content, purpose, and audience and to allow this focus to guide the organization of their writing. The goals of an AP course in English Language and Composition are diverse because the college composition course is one of the most varied in the curriculum. The course often allows students to write in several forms – narrative, exploratory, expository, and argumentative – on many different subjects from personal experiences to public policies, from imaginative literature to popular culture.

AP English Literature and Composition [Prerequisites: English 1 + teacher's approval] [Grades: 10th, 11th, 12th] [Credit: 10 Credits]

An AP English course in Literature and Composition engages students in the careful reading and critical analysis of imaginative literature. Through the close reading of selected texts, students deepen their understanding of the ways writers use language to provide both meaning and pleasure for their readers. As they read, students consider a work's structure, style, and themes as well as such smaller-scale elements as the use of figurative language, imagery, symbolism, and tone. The course includes intensive study of representative works from various genres and periods, concentrating on works of recognized literary merit. The pieces chosen invite and reward rereading. Reading in an AP course is both wide and deep. This reading necessarily builds upon the reading done in previous English courses.

Creative Writing: [Elective] [Grade 11] [Credit: 5 credits]

The ability to communicate clearly and effectively in writing is one of the most crucial skills for success in college and the vast majority of workplaces. The ability to convey thoughts, feelings, facts, and opinions through the written word allows for an individual to create plans, collaborate with coworkers and express him or herself. To that end, students engage in writing across a multitude of tasks and prompt to find their voice and create a portfolio of polished and revised writing samples, which can be, used with or on college applications and workplace resumes.

English Language Development/English as a Second Language

In all grade levels, based on their level of English fluency, English language learners will collaborate with their peers in small groups by exchanging information and ideas at the emerging and expanding levels of proficiency. Teacher-led small group discussions cover a variety of topics about myths and legends, poetry, biographies, and current events that emphasize speaking and listening skills. Students will also expand their English vocabulary and reading comprehension by working at their own level and pace using ESL Reading Smart. Students will be required to demonstrate their

knowledge by completing reading comprehension tasks using ESL Reading Smart, and participating in fun group activities and games, and producing short literary and informational writing assignments.

Mathematics (Core and College Preparatory)

Learning objectives and outcomes will be aligned to the rigorous CA CCSS mathematics standards. Teachers will use the *Mathematics Frameworks for California Public Schools* for planning and guidance. The goal of the math curriculum is to make students fluent with numbers, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving.

Grade 6-8

Grades 6-8 math focuses on developing fluency with solving linear equations, inequalities, and systems. These skills are extended to solving simple exponential equations, exploring linear and exponential functions graphically, numerically, symbolically, and as sequences, and by using regression techniques to analyze the fit of models to distributions of data. Students use problem-solving strategies, questioning, investigating, critical analysis, gathering and constructing evidence, and communicating rigorous arguments to justify their thinking. The curriculum is well balanced among procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive reasoning (extension and application).

Students in middle grades math study algebraic concepts such as representations of linear, quadratic, and exponential relationships using graphs, tables, equations, and contexts; symbolic manipulation of expressions in order to solve problems, such as factoring, distributing, multiplying polynomials, and expanding exponential expressions; analysis of the slope of a line multiple ways, including graphically, numerically, contextually (as a rate of change), and algebraically; solving equations and inequalities using a variety of strategies, including rewriting (such as factoring, distributing, or completing the square), undoing (such as extracting the square root or subtracting a term from both sides of an equation), and looking inside (such as determining the possible values of the argument of an absolute value expression), and solving systems of two equations and inequalities with two variables using a variety of strategies, both graphically and algebraically. Students also study geometric concepts such as using rigid transformations (reflection, rotation, translation) and symmetry to demonstrate congruence and develop triangle congruence theorems; using coordinates to prove geometric theorems, making geometric constructions (with compass and straightedge), and simple geometric proofs. Furthermore, the following mathematical concepts will also be include in Math Course I: representing of arithmetic and geometric sequences, including using tables, graphs, and explicit or recursive formulas; Using of exponential models to solve problems, and to compare to linear models; using statistical analysis of two-variable data, including determining regression lines, correlation coefficients, and creating residual plots; and developing an understanding of the differences between association and causation, and interpretation of correlation in context.

Grades 9-12

Algebra 1 [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits]

Algebra I includes the introduction of variables, constants, expressions, equations, and functions. The language of numbers is examined. Topics include solving equations, simplifying expressions, understanding order of operations, performing operations with positive and negative numbers, exploring polynomials, factoring, graphing (linear and quadratic equations), working with radicals, and expanding arithmetic knowledge.

Algebra 2 [Prerequisites: Algebra 1 or Math Placement Test Results] [Grades: 10th-11th] [Credit: 10 Credits]

Algebra 2 treats topics that are traditionally covered in second-year algebra, and also covers a considerable amount of geometry. Time is spent developing geometric concepts and writing proof outlines. Students completing this course will have studied the equivalent of one semester of informal geometry. Applications in subjects such as physics and chemistry, as well as real-world problems, are also covered. In this course, students will learn; graphical solution of simultaneous equations, basic trigonometric functions, scientific notation, radicals, conic sections, roots of quadratic equations, including complex roots, properties of real numbers, geometric proofs, factoring, inequalities and systems of inequalities, logarithms and antilogarithms, exponential equations, algebra of polynomials, vectors, algebraic word problems, gas law, set theory, probability.

Pre-Calculus [Prerequisites: Advanced Math or Math Placement Test results] [Grades: 11th-12th] [Credit: 10 Credits]

This is a college level course designed to extend the topics of Advanced Math like principles and applications of exponential and logarithmic functions, systems of equations, trigonometric functions, identities and their graphs, exponential, logarithmic and trigonometric equations. An additional aim of this course is to introduce new topics like Matrices and Determinants, De Moivre's theorem, Arithmetic and Geometric Sequences and the Binomial Theorem, permutations and combinations, the rational Pre-Requisite roots theorem. A graphing calculator is recommended for this class.

Calculus [Prerequisites: Pre-Calculus] [Grades: 10th- 12th] [Credit: 10 Credits]

This course covers all topics in the Advanced Placement Calculus AB and Calculus BC syllabi. The instruction takes full advantage of graphing calculators, using them for visual demonstrations of concepts and confirming calculations. Topics covered include Limits, Derivatives, Integrals, Polar Functions, Continuity, L'Hôpital's rule, Series, Slope Fields. Theory and application are integrated throughout the course. A graphing calculator is recommended for this class.

Computer Programming [Prerequisites: None] [Grades: 9th -12th] [Credit: 10 Credits]

This introductory course in computer programming begins by exploring the concepts of how computers work, how information is stored in memory, and how stored programs allow the user to control the machine. The history of computing and programming will be covered. Number systems key to computer programming, flowcharting, algorithm development, structured programming, and problem solving will follow. The students will then begin basic programming in Java. No prior programming experience is necessary.

AP Computer Science [Prerequisites: Computer Programming (grade B or higher)] [Grades: 9th -12th] [Credit: 10 Credits]

This course emphasizes programming methodology with a concentration on problem-solving and algorithm development. Students should be able to design and implement computer-based solutions to problems in several application areas; to learn well-known algorithms and data structures; to

develop and select appropriate algorithms and data structures to solve problems; to code fluently in a well-structured fashion using the programming language Java; to read and understand a large program and a description of the design and development process leading to such a program; to identify the major hardware and software components of a computer system, their relationship to one another and the roles of these components within the system; and to recognize the ethical and social implications of computer use.

History-Social Studies (Core and College Preparatory)

Grades 6-8

BayTech will adopt the new state standards as they are released. In grades 6-8, students understand and apply concepts of cause and effect and evaluation of historical documents, use Internet search engines to find digitized primary historical documents and public domain books, and use critical thinking skills to analyze events in history and make connections between historical events and current world issues.

Our primary curriculum source for Social Studies is the Harcourt middle grades History/Social Science series, along with Edmentum online curricula. Additional primary and secondary resources are chosen by faculty in order to support student investigations into multiple perspectives on historical events and concepts. Teachers provide students with access to primary and secondary historical sources, maps, charts, and timelines from which to draw information about the historical time periods and cultures studied. In teaching social science, teachers use a variety of graphic organizers, charts, and visual aids to support students' developing analytic skills and to assist English Learners. To further increase understanding and motivation, social science is taught with an emphasis on the stories of the groups of people and individual historical figures who particularly impacted their times.

While covering the social science standards, teachers also focus on reinforcing and employing reading comprehension, writing, and listening speaking standards through social science content. For example, students apply reading comprehension and vocabulary strategies to their social studies text and complete assessments in which they demonstrate social studies content knowledge along with writing and speaking standards.

Grades 9-12

World History [Prerequisites: None] [Grades: 10th] [Credit: 10 Credits]

Students in grade ten study major turning points that shaped the modern world, from the late eighteenth century through the present, including the cause and course of the two world wars. They trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographic, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives.

Specific themes studied will include: The Industrial Revolution, Nationalism, Imperialism and the two World Wars. Students will recognize the relationships of events and people and interpret significant patterns, themes, ideas, beliefs, and turning points in world history. Students will analyze locations, regions, and spatial connections, recognizing the natural and cultural processes that have impacted the way in which people and societies have lived and interacted with each other and their environments.

U.S. History [Prerequisites: Teacher Approval] [Grades: 11-12th] [Credit: 10 Credits]

Students in grade eleven study the major turning points in American history in the Twentieth century. Following a review of the nation's beginnings and the impact of the Enlightenment on U.S. democratic ideals, students build upon the tenth-grade study of global industrialization to understand the emergence and impact of new technology and a corporate economy, including the social and cultural effects. They trace the change in the ethnic composition of American society; the movement toward equal rights for racial minorities and women; and the role of the United States as a major world power. An emphasis is placed on the expanding role of the federal government and federal courts as well as the continuing tension between the individual and the state. Students consider the major social problems of our time and trace their causes in historical events. They learn that the United States has served as a model for other nations and that the rights and freedoms we enjoy are not accidents, but the results of a defined set of political principles that are not always basic to citizens of other countries. Students understand that our rights under the U.S. Constitution are a precious inheritance that depends on an educated citizenry for their preservation and protection.

American Government/Economics [Prerequisites: U.S. History] [Grades: 12th] [Credit: 10 Credits]

Students in grade twelve pursue a deeper understanding of the institutions of American government. They compare systems of government in the world today and analyze the history and changing interpretations of the Constitution, the Bill of Rights, and the current state of the legislative, executive, and judiciary branches of government. An emphasis is placed on analyzing the relationship among federal, state, and local governments, with particular attention paid to important historical documents such as the Federalist Papers. These standards represent the culmination of civic literacy as students prepare to vote, participate in community activities, and assume the responsibilities of citizenship. In addition to studying government in grade twelve, students will also master fundamental economic concepts, applying the tools (graphs, statistics, equations) from other subject areas to the understanding of operations and institutions of economic systems. Studied in a historic context are the basic economic principles of micro- and macroeconomics, international economics, comparative economic systems, measurement, and methods.

Current Events/Social Issues: [Elective] [Grade 11] [Credit: 5 credits]

Social issues affect everyone—they are issues, which revolve around governmental policy and enforcement of laws on the civilian population. These laws and policies can have any number of significant outcomes. They can protect minorities and women from discrimination, regulate drug use, give aid to the poor, provide guidelines for education, and much more. Social issues are often controversial and debated, so having the ability to form an educated opinion on them is an important part of your citizenship. This class is designed to provide students with the opportunity to discuss, understand, and explore local, national, international, social, and political issues in a respectful, meaningful, and active way. Throughout the term, students will stay up to date on current issues and trends. Because the subject of this class is “contemporary,” topics will vary considerably depending

on the current news cycle. Students will be challenged to defend their opinions on many different issues.

Science (Core and College Preparatory)

Our NGSS-aligned science courses are structured to create opportunities for our students to experience science as scientists do by presenting authentic, hands-on problems. Our courses aim to help students develop abstract thinking and problem-solving skills while simultaneously foster curiosity in the way in which the world works. In addition, these courses are designed to foster collaboration, innovation, creativity, and a lifelong curiosity for science.

Grades 6-8

Our middle grades program relies on the Glencoe-McGraw Hill middle grades science series, along with Edmentum online courseware. Students will demonstrate how to apply the scientific method to design controlled experiments in course projects, the ability to analyze and interpret qualitative and quantitative data in course projects, how to apply scientific writing skills to communicate conclusions from scientific data in course projects, and the ability to apply scientific knowledge and research to current social and world issues in course projects.

Students explore the nature of science, including the concepts that scientific explanations are based on logical thinking; are subject to rules of evidence; are consistent with observational, inferential, and experimental evidence; are open to rational critique; and are subject to refinement and change with the addition of new scientific evidence. Topics in physical science, earth science, and atmospheric science facilitate learning the big ideas in earth, space and physical sciences through experiential learning, project based units and scientific inquiry. Students will do science like scientists do science, with an emphasis on the use of problem-solving and content application to examine current issues in science. The concept of form following function is explored through the study of biological systems and structures; students develop a deep understanding of cellular structure and function, explore basics heredity and develop a sense of the complexity of life. Study of ecology allows students to closely examine the complex relationships between nature and organisms, gain an understanding of how the earth functions as a system, and begin to see the interconnections that exist between organisms. The study of physical science cultivates understanding molecules, chemical reactions, chemical systems through understanding the role of photosynthesis in the cycling of matter and flow of energy into and out of organisms, understanding how food is rearranged through chemical reactions, and understanding the cycling of energy and matter in ecosystems. Students will use scientific processes, protocols, and tools, including inquiry, to build understanding of ecological processes and the composition of matter. Critical thinking, collaboration, accuracy, and communication skills will be practiced as students extend their scientific literacy.

Grades 9-12

Biology [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits; Weighted Course *(Grade C or lower will not be weighted)]

Biology is a course that takes a molecular and scientific inquiry approach to facilitate the understanding of the fundamental concepts and processes of biology. Topics covered are based on six themes: the nature of science, systems and interactions, form and function, energy transfer, evolution and the diversity of life. In comparison to the introductory biology course, the curriculum

is taught at an accelerated pace and in greater depth. Included in the study of molecular genetics will be a reading of *The Double Helix* by James Watson. One or two major essays will be written about the book for a major grade.

Chemistry [Prerequisites: Algebra 1] [Grades: 10th-12th] [Credit: 10 Credits]

Chemistry deals with matter, its properties, and the changes that it undergoes. Topics include: atomic structure and theory, properties of gas, solids, and liquids, chemical bonding, and principles of chemical reactions. This course uses an inquiry approach which includes discussion, lecture, laboratory experiments, and demonstrations. This course meets the UC/CSU Lab Science “d” requirement.

Physics [Prerequisites: Algebra 1] [Grades: 11th] [Credit: 10 Credit]

This course is an advanced level of science education for the college bound student who has already demonstrated strong interests and above average academic ability in mathematics and other science subjects. Students must have completed algebra II in order to take this course. The honor physics course is a challenging course and will prepare the student with strong problem-solving skills. In addition, scientific graphing techniques, vector operations, trigonometry, and preliminary calculus will be integrated throughout this course. Topics include one- and two- dimensional kinematics, laws of motion, energy, circular motion, hydrostatics, heat, electromagnetism, and light. Considerable laboratory investigations are also included in this course with a hope that students appreciate the laws in the universe around us and enjoy this class.

Human Anatomy & Physiology [Prerequisites: B or higher grade in Biology, Teacher Recommendation] [Grades: 10th-12th] [Credit: 5 Credits]

Human Physiology deals with the functional activities of the human as a whole, as well as the individual parts of the body. Included is the study of the different organ systems of man such as digestive, respiratory, circulatory, and skeletal. Special emphasis is placed on the recent developments in physiology and the many feedback mechanisms that operate in the body. This course is recommended for students who desire an extra semester of science and for those interested in medical careers or a better understanding of their bodies.

Astronomy [Prerequisites: Chemistry, Algebra 2] [Grades: 11th-12th] [Credit: 10 Credits]

Astronomy helps students develop a clear understanding of the universe and the Earth's place in it. In Astronomy, students study characteristics and life cycles of stars, formation of the solar system, comparison of planets, orientation and placement of the Earth in the Milky Way galaxy, formation of galaxies, and theories about the formation of the universe. Students will also conduct field and laboratory investigations. In addition, students will learn a rich history of development of our knowledge about the universe. They will use their imagination to wonder and contemplate the meaning and the vastness of the universe. This course will inspire the students' curiosity and yearning for knowledge.

Visual and Performing Arts (Non-Core; College Preparatory)

Grades 6-8

The course is designed for the beginning piano student with less than one year's experience on the instrument. Students will progress at different levels given their aptitude for music. Pieces to be

practiced and performed will be assigned at skill levels appropriate for the individual as students are ready to take on new challenges. Students with more experience are welcome and will be given an individualized lesson plan for the course with the same general outline. Adjustments will be made by assigning more skill level appropriate pieces for practice and performance. Basic piano techniques and music theory will be taught and practiced throughout the course. Music history, composer's eras, forms genres utilizing piano and the evolution of the piano will be introduced. The performance of the rehearsed pieces is a very important part of the class. There will be various opportunities for performances throughout the school year.

Grades 9-12

Piano [Prerequisites: None] [Grades: 9th-12th] [Credit: 10 Credits]

This is a beginning level piano class which is centered around classical music from around the world. It involves a sequential course of study with students learning basic sight reading of piano music using traditional music elements. Students will also have the opportunity to explore music history and appreciation by means of studying how music of the past is connected to modern music. In addition, by means of sight reading, students will also learn how music is connected to other academic subjects such as science and math. Students will have opportunities to learn and perform at higher levels within the class with some students performing for school functions.

Digital Graphics [Prerequisites: None] [Grades: 9th-12th] [Credit: 10 Credits]

The Digital Arts focuses on developing technical skill and creative artistry in digital photography, video making and imaging by using computer. Students learn professional software applications (i.e. Adobe Photoshop or equivalent) and apply digital imaging and vector drawing tools. Course projects include digital art studies, retouching, compositing, illustration, identity design, color matching and composition studies, photorealistic imaging, color correction, and art exhibition development.

Health and Physical Education (Non-Core; College Preparatory)

Our health and P.E. program is designed to empower all students to sustain regular, lifelong physical activity as a foundation for a healthy, productive and fulfilling life. Our standards-aligned curriculum is a sequential educational program. It is based on a combination of knowledge acquisition and physical activities undertaken in an active, caring, supportive and nonthreatening atmosphere in which every student is challenged and successful. We aim to provide every student with a variety of physical activities and challenges that will contribute to the development and maintenance of their physical, cognitive, and affective well-being. Ultimately students will be provided with the foundation for making informed decisions that will empower them to achieve and maintain a healthy lifestyle.

Grades 6-8

Students in middle grades receive at least 200 minutes of Physical Education and Health/Wellness learning every 10 days. Daily P.E. class includes a rotation of various traditional sports and physical activities to expose students to a wide variety of activities to help them develop lifelong healthy habits of physical activity. Health/Wellness lessons expose students to a broad range of issues and information relating to the various aspects of personal health, which include the physical,

social, emotional, intellectual, spiritual and environmental aspects. Topics of exploration include, but are not limited to: nutrition, physical fitness, mental health, stress, weight management.

Grades 9-12

Life Skills/Health [Prerequisites: None] [Grades: 9th-12th] [Credit: 5 Credits]

Life Skills and Health is a one-semester elective course that surveys basic concepts and teaches critical thinking on health and life skills related topics. Students will study health and life issues from the perspective of each physical, psychological, social and environmental health. They will learn skills to promote healthy living in all of these areas and how to set health-centered goals they can carry with them throughout their lives.

The Life Skills and Health Course is based on the California State Content Standards for Health Education, Grades 9-12. According to these standards, there are four major characteristics essential to health literacy. Health-literate individuals are:

- Critical thinkers and problem solvers when confronting health problems and issues
- Self-directed learners who have the competence to use basic health information and services in health-enhancing ways
- Effective communicators who organize and convey beliefs, ideas, and information about health issues
- Responsible and productive citizens who help ensure that their community is kept healthy, safe, and secure

Students who complete this course will be health literate individuals who can apply these skills as they grow into adulthood.

World Languages (Non-Core; College Preparatory)

Grades 6-8

This series of courses is designed to teach students about the language and culture of the Spanish and Latin American people. Beginning Spanish (6th grade) emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. Intermediate Spanish (7th grade) enables students to expand upon what they have learned, increasing their skills and depth of knowledge. Advanced Spanish (8th grades) enables students to grow their skills and depth of knowledge further. All three levels of Spanish teach students to appreciate the Spanish and Latin American cultures by acquainting students with art, literature, customs, and history of the Spanish-speaking people. The Spanish classes use the Realidades series of textbooks. The instruction for this series of courses is guided by the National Standards for Learning Languages, which are aligned with the CCSS.

Grades 9-12

Spanish I [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits]

This is an introductory course of the Spanish language. Students will learn how to read, write, and communicate at a beginning level. Students will also be exposed to the cultural differences and

similarities of Latin countries in comparison with their own. Students learn grammar and vocabulary based on themes such as friendship, school, sports and leisure activities, food, family, and clothing. Students will perform short dialogues, play vocabulary games, read Spanish passages, and write sentences and short papers. Students will master the use of present tense verbs and be exposed to the past and future tense of verbs. Class meets five days a week, which allows full immersion of the language. Students will learn two more units of vocabulary than the middle school Spanish class does.

Spanish II [Prerequisites: Spanish I] [Grades: 10th – 12th] [Credit: 10 Credits]

The purpose of the course at this level is to reinforce and increase the knowledge of Spanish structures and, at the same time, generate better skills in oral expression. This course is intended for students with a basic knowledge of Spanish and a working acquaintance with at least, fifty percent of the contents of the first level. The grammar exercises at this level will be related to everyday language and conversation. Students will engage in dialogues and practice giving instructions and directions to improve their conversational skills. Different methods will be implemented (audiovisual, magisterial, immersion). The active participation of the students will be highly encouraged. In addition to the cassette tapes and sequential drawings, outside-of-the-classroom interviews will be used to strengthen the students' comprehension and conversational skills. Cultural immersion, cultural differences and historical perspective are addressed within the context of the language study. Cultural events, field trips, games, lectures, readings, films and participation in professional events concerning the student's' field of interest are offered.

Turkish I [Prerequisites: None] [Grades: 9th-12th] [Credit: 10 Credits]

This course is designed to introduce the Turkish language to beginning students, to develop oral and written skills for both comprehension and expression. Language skills to be emphasized include: understanding, reading, writing, translation, and speaking.

Turkish II [Prerequisites: Turkish I] [Grades: 9th-12th] [Credit: 10 Credits]

This course is a continuation of Turkish I. It is designed to improve different aspects of language and writing skills for the second semester students. Objectives are: to improve students' conversational skills, to provide a variety of readings for written comprehension; to develop a good grammar background; to improve listening skills; to introduce students to some examples of Turkish culture.

3. CURRICULAR AND INSTRUCTIONAL MATERIALS

Middle School

ELA	<i>Edmentum Plato Courseware:</i> <i>English 6, English 7, English 8</i>
ELD	<i>ESL Smart Reading (Edmentum)</i>
Math	<i>Edmentum Plato Courseware:</i> <i>Math 6, Math 7, Math 8, Algebra 1</i>

Science	<i>Focus on Earth Science, Grade 6. Glencoe/McGraw-Hill</i> <i>Focus on Life Science, Grade 7. Glencoe/McGraw-Hill</i> <i>Focus on Physical Science, Grade 8. Glencoe / McGraw-Hill</i> Edmentum Plato Courseware: <i>Earth and Space Science, Life Science, Physical Science, Science 6, Science 7, Science 8</i>
History/Social Science	<i>Ancient Civilizations, Social Studies, Harcourt</i> <i>Medieval and Early Times, Social Studies, Harcourt</i> <i>World History, Social Studies, Harcourt</i> Edmentum Plato Courseware: <i>Ancient Civilizations, Medieval History, World History</i>
Spanish	<i>Realidades, Level 1. Pearson Prentice Hall</i> <i>Realidades, Level 2. Pearson Prentice Hall</i> Edmentum Plato Courseware: <i>Spanish 1, Spanish 2, Spanish 3</i>

High School

ELA	<i>Holt Literature and Language Arts: Third Course</i> <i>Holt Literature and Language Arts: Fourth Course</i> Edmentum Plato Courseware: <i>English 9, English 10, English 11, English 12</i>
ELD	<i>ESL Smart Reading (Edmentum-Online)</i>
Math	<i>Algebra 1 Concepts and Skills. McDougal Littell</i> <i>Holt Algebra 2 California</i> <i>McDougal Littell Geometry California Edition</i> <i>Precalculus, Cengage Learning</i> Edmentum Plato Courseware: <i>Algebra 1, Geometry, Algebra 2, Pre-Calculus</i>
Science	<i>Biology, Glencoe/McGraw-Hill</i> <i>Chemistry Matter and Change, Glencoe/McGraw-Hill</i> <i>Chemistry, Holt</i> <i>Physics, Holt</i> Edmentum Plato Courseware: <i>Biology, Chemistry, Physics</i>
History/Social Science	<i>United States Government: Democracy in Action, McGraw-Hill</i> <i>America: Pathways to the Present, Modern American History, Pearson Education</i> <i>Modern World History: Patterns of Interaction, McDougal-Littell</i>

	Edmentum Plato Courseware: <i>US History, World History, US Government</i>
Foreign Language	<i>Realidades, Level 1. Pearson Prentice Hall</i> <i>Realidades, Level 2. Pearson Prentice Hall</i> <i>Temas: AP Spanish Language and Culture. Vista Higher Learning, 2014.</i> <i>Acilim 1, Dilset Publishing</i> <i>Acilim 2, Dilset Publishing</i> Edmentum Plato Courseware: <i>Spanish 1, Spanish2, Spanish 3</i>
Technology	<i>Programming Basics, Course Technology</i> <i>The Intro to Computer Science in JavaScript, CodeHS</i> <i>AP Computer Science in Java, CodeHS</i> <i>AP Computer Science Principles, CodeHS</i> Edmentum Plato Courseware: <i>AP Computer Science A</i>
Performing Arts	<i>John Thompson's Modern Course for the Piano - Level One, Willis Music Co</i> <i>John Thompson's Popular Piano Solos, Willis Music Co</i> <i>John W. Schaum Note Speller - Book One and Two, Alfred Publishing Co</i>

4. COMPREHENSIVE COURSE LIST.

Subject	Grade 9	Grade 10	Grade 11	Grade 12
English	English 1	English 2	English 3	English 4
			AP English Literature	AP English Language
Math	Geometry	Algebra 1	Pre-Calculus	Calculus
	Algebra 1	Geometry	Algebra 2	Pre-Calculus
		Algebra 2	Geometry	Algebra 2
Science	Biology	Biology	Biology	Biology
	Chemistry	Chemistry	Chemistry	Chemistry
	Physics	Physics	Physics	Physics
Social Science		World History	US History	American Government
		AP World History	AP US History	Economics
			World History	US History
			AP World History	World History
				AP World History

PE	PE 1	PE 1	PE 1	PE 1
		PE 2	PE 2	PE 2
Foreign Language	Spanish 1	Spanish 1	Spanish 1	Spanish 1
	Turkish 1	Turkish 1	Turkish 1	Turkish 1
		Spanish 2	Spanish 2	Spanish 2
		Turkish 2	Turkish 2	Turkish 2
Electives	Digital Graphics	Computer Prog	AP Computer Science	AP Computer Science
		Piano	Computer Prog	Computer Prog
			Piano	Piano

5. GRADUATION REQUIREMENTS.

Bay Area Technology School is a college preparatory school and aims to improve student performance in reading, writing, and math, reduce dropout rates, achieve high student attendance rates, and increase the number of students who pursue careers in STEM areas.

Currently, every student must earn a total of 230 semester credits in grades 9 through 12 to receive a high school diploma. Each high school course at BayTech is semester-based and worth 5 credits. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course. Credit is awarded on the basis of student participation, mastery of subject matter, and/or attainment of skills.

BayTech offers three different high school diploma types: standard, advanced, and honors. Each diploma has minimum requirements that meet and exceed the state graduation requirements and the “a-g” subject requirements of California’s four-year public universities. Students are welcome and encouraged to exceed these minimum requirements.

BayTech math requirements for graduation are threefold:

- Credit requirements: BayTech requires at least 30 semester credits of math for a standard diploma and 40 semester credits of math for an advanced or honors diploma. Some of these credits can be earned in middle school.
- Year requirements: BayTech requires students to be enrolled in a math course for at least two years in grades nine through twelve for a standard diploma (state requirement) and at least three years in grades nine through twelve for an advanced or honors diploma. For example; a student may take Algebra I in seventh grade, Geometry in eighth grade, and Algebra II in ninth grade. The student still needs to take one more year of math for a standard diploma and two more years of math for an advanced or honors diploma.
- Course requirements: Students need to complete Algebra I, Geometry, and Intermediate Algebra (Algebra II) before graduation.

BayTech encourages students to engage in community service to develop and demonstrate crucial

life skills. This helps students gain “real life” experience and develop responsibility, caring and respect for the community. Therefore, students are required to earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

For students to participate in any senior activities, they must have a total of 150 credits at the beginning of the first semester and/or 180 credits at the beginning of the second semester of their senior year. In addition, students must fulfill all the graduation requirements to participate in the Graduation Ceremony.

BayTech Graduation Requirements

	Regular	Honors
History/ Social Science	Three Years	Three Years
	1-year US Hist., 1-year world cultures, 1/2-year American Gov., 1/2-year Economics	1-year US Hist., 1-year world cultures, 1/2-year American Gov., 1/2-year Economics
English	Four Years	Four Years
	English 1, 2, 3, 4	English 1, 2, 3, 4
Math	Three Years	Four Years
	Algebra 1, Geometry, Adv. Algebra or a higher course	Algebra 1, Geometry, Algebra 2, Pre-Cal or Calculus
Science	Three Years	Three Years
	1-year Biology, 1-year Physics, 1-year Chemistry	1-year Biology, 1-year Physics, 1-year Chemistry
LOTE	Two Years	Three Years
	2 years of the same language	3 years of the same language
Visual & Performing Arts	One Year	One Year
	Piano	Piano
Elective	Four Years	Two Years
	4 years of any electives	2 years of any electives
PE	Two Years	Two Years
	2 years	2 years

Technology	One Year	Two Years
	1 year of digital arts, or 1 year of intro. to prog., or 1 year of AP Comp Sci.	1 year of digital arts, or 1 year of intro. to prog., or 1 year of AP Comp Sci.
GPA	2.00	3.50
AP Course	N/A	Three Years

6. CREDIT RECOVERY OPPORTUNITIES AND SUPPORT

When students need extra help to earn credits, the following supports are provided:

- Summer Session Credit Recovery
- Online Credit Recovery (Edmentum)
- Academic Support classes in English and/or Math
- Tutoring After School or Saturdays

Students have the opportunity to take summer session credit recovery on campus through in-person classes. For students who need credits for a single course for a single semester, students may enroll and complete credit recovery online through Edmentum, self-paced online “a-g” approved courses reviewed by credentialed teachers. Academic support/intervention classes in English and/or Math are built into the class schedules of students to provide time for students to explore additional concepts and skills in core subjects. Teachers provide tutoring on a regular basis to provide additional time to re-teach concepts, to work on extra practice, to ask questions and prepare the student for reassessment. Students work with the counseling department to choose the best option for the student and family.

Students not completing graduation requirements by the end of the summer following their 4th year are welcome to continue at BayTech until requirements are met in accordance with applicable state laws.

7. HOW THE SCHOOL WILL ENSURE THAT TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS

School Counselors meet with new transfer students upon enrollment to review transcripts and create an individualized plan for the student, including a course plan to meet graduation requirements. The college counselors use the school information system to keep track of course requirements and track student progress.

8. WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (WASC) ACCREDITATION.

BayTech is fully accredited by the Western Association of Schools and Colleges (WASC) through June 2023. BayTech will continue to ensure full WASC accreditation.

9. HOW THE CHARTER SCHOOL WILL INFORM PARENTS, INCLUDING PARENTS WITH LIMITED ENGLISH, ABOUT THE TRANSFERABILITY OF COURSES TO OTHER PUBLIC HIGH SCHOOLS AND THE ELIGIBILITY OF COURSES TO MEET COLLEGE ENTRANCE REQUIREMENTS.

In compliance with California Education Code Section 52060(d)(iii), BayTech provides all students and parents/guardians with a course catalog or its equivalent, and informs parents/guardians about graduation and college entrance requirements as well as the transferability of courses to other public high schools. This information is explained in the Student/Parent Handbook, which is distributed to all families upon enrollment through a hardcopy and online. Additionally, BayTech offers a variety of workshops for parents/guardians throughout the year where this information is shared. The workshops are conducted in both English and Spanish.

As noted just above, BayTech has received full accreditation from the Western Association of Schools and Colleges (WASC) and will continue to ensure that courses meet the standards of the University of California and the California State University's "A-G" course requirements for college entrance eligibility into the UC or CSU systems. Thus, all of our high school courses are transferable to other local high schools.

10. SUMMER SCHOOL.

BayTech offers a wide variety of classes in English, Math, Social Studies, Science and other subjects during summer school. Summer school is open to any currently enrolled middle and high school student at BayTech. When a student does not meet the promotion standards for his/her grade, the family will get a letter recommending that the student attend summer school. BayTech teachers will teach summer school courses and it will run from 10:00 am to 2:00 pm during June 12th-July 12th. The teachers will be paid for hours and courses they taught. Daily attendance is required in order to pass classes and earn credits. Dean of Academics will be summoning students last week of the school end and schedule them in classes. Any student who received a D or F in any subject can be eligible to the summer school.

11. ACADEMIC CALENDAR & SCHEDULES

The school will offer, at a minimum, the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school. The school calendar will have at least 175 days of instruction. The school will announce its annual calendar before the beginning of each instructional year. Following are the draft instructional calendar and bell schedules of BayTech for the 2018-19 school year.

Academic Calendar**BAYTECH**

Bay Area Technology School
8251 Fontaine Street
Oakland, CA 94605

School Calendar 2018-2019 (Tentative)

July 2018						
Su	Mo	Tu	We	Th	Fr	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				

August 2018						
Su	Mo	Tu	We	Th	Fr	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	

September 2018						
Su	Mo	Tu	We	Th	Fr	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						

October 2018						
Su	Mo	Tu	We	Th	Fr	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			

November 2018						
Su	Mo	Tu	We	Th	Fr	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

December 2018						
Su	Mo	Tu	We	Th	Fr	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					

January 2019						
Su	Mo	Tu	We	Th	Fr	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	

February 2019						
Su	Mo	Tu	We	Th	Fr	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		

March 2019						
Su	Mo	Tu	We	Th	Fr	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					

April 2019						
Su	Mo	Tu	We	Th	Fr	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						

May 2019						
Su	Mo	Tu	We	Th	Fr	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					

June 2019						
Su	Mo	Tu	We	Th	Fr	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						

Purple: No School Days
Red: Semester start/end day

Green: Important Events
Orange: Testing Day

From	To		
			Aug-18
1-Aug		First Work Day for Staff	
6-Aug	10-Aug	Teacher In-Services	
16-Aug	18-Aug	Parent/Student Orientations	
20-Aug		First Day of School for Students	
			Sep-18
7-Sep		Back to School Night	
3-Sep		Labor Day (No School)	
10-Sep	14-Sep	MAP TEST I	
20-Sep		Picture Day	
			Oct-18
5-Oct		Progress Report I	
10-Oct		PSAT/NMSQT	
12-Oct		Professional Dev. Day (No School for students)	
15-Oct	18-Oct	Parent-Teacher Conferences	
24-Oct		Picture Retake Day	
			Nov-18
12-Nov		Veterans Day (No School)	
16-Nov		Progress Report II (For Academic Risk)	
19-Nov	23-Nov	Thanksgiving Break (No School)	
			Dec-18
24-Dec	28-Dec	Winter Break (No School)	
			Jan-19
31-Dec	4-Jan	Winter Break (No School)	
21-Jan		ML King Day (No School)	
17-Jan	18-Jan	Fall Finals (Short Day)	
18-Jan		End of Fall Semester (Report Card I)	
22-Jan		First Day of Spring Semester	
25-Jan		Professional Dev. Day (No School for students)	
			Feb-17
18-Feb		Presidents' Day (No School)	
26-Feb		PSAT 10	
			Mar-19
1-Mar		Progress Report I	
11-Mar	14-Mar	Parent-Teacher Conferences	
16-Mar		Bay Area STEM EXPO	
25-Mar	29-Mar	Spring Break (No School)	
			Apr-19
1-Apr		Cesar Chavez Day	
15-Apr	19-Apr	MAP TEST II	
19-Apr		Progress Report II (For Academic Risk)	
29-Apr	30-Apr	SBAC SUMMATIVE TEST	
			May-19
1-May	10-May	SBAC SUMMATIVE TEST	
24-May		Lincoln's Day (No School)	
27-May		Memorial Day (No School)	
			Jun-19
4-Jun		Sports Banquet	
5-Jun		8th Grade Promotion	
5-Jun	6-Jun	Spring Finals (Short Day)	
6-Jun		End of Spring Semester (Report Card II)	
6-Jun		High School Graduation	
7-Jun		Teacher Wrap-up Meetings	

Sample Daily Schedules

BayTech has a six-period schedule. The Period 7 and after-school program are for students who need extra time for tutoring and students who would like to participate in extracurricular activities such as sports.

Regular and Shortened Day Bell Schedules of BayTech

BAYTECH Bell Schedule

Regular Day (M, T, Th, F)	
PER.	TIME
1	8:20 - 9:21am
2	9:25 - 10:26am
3	10:30 - 11:31am
LUNCH	11:31 - 12:21pm
4	12:25 - 1:26pm
5	1:30 - 2:31pm
6	2:35 - 3:36pm
7	3:40 - 4:20pm

Minimum Day (Wednesdays)	
PER.	TIME
1	8:20 - 9:04am
2	9:08 - 9:52am
3	9:56 - 10:40am
LUNCH	10:40 - 11:30am
4	11:34 - 12:18pm
5	12:22 - 1:06pm
6	1:10 - 1:54pm

12. TEACHER RECRUITMENT.

BayTech will comply with the Elementary and Secondary Education Act (reauthorized as No Child Left Behind Act of 2001). BayTech will hire teachers that meet the following qualifications:

- California Commission on Teacher Credentialing certificate in accordance with the provisions of the No Child Left Behind (NCLB) Act. Our teachers will be highly qualified in NCLB core academic subjects: English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. All “a-g” courses, as defined by the University of California, including the high school technology course ‘Computer Science’ will be taught by properly credentialed and assigned teachers. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment.

Appropriate records of credentials held by BayTech teachers and supporting documentation will be monitored and maintained by the School. Credentials will be monitored annually in compliance with state and federal law.

BayTech teachers will be required and expected to:

- Abide by the BayTech staff handbook
- Have ELL authorization if teaching to ELL students
- Be proficient in the use of computers, including but not limited to technology skills to handle BayTech's Technology Integrated Education (TIE), word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and/or digital media, and demonstrate strong classroom management skills
- Have knowledge of curriculum and instruction

The Principal establishes a hiring committee to interview teacher candidates. The hiring committee may consist of the principal, an administrator and a teacher of the relevant subject from BayTech. If applicable, the interview process includes, but is not limited to a sample lesson through which prospective teachers' classroom management skills and subject competency are observed. In addition, teachers' technology and computer skills are tested and BayTech's years of success in hiring qualified teachers has proven this process to be very effective. The following schedule will be used in the hiring process:

- In order to recruit new teachers, the principal will start advertising on frequently visited websites such as <http://www.edjoin.org> and in local newspapers by the beginning of May. Referrals from BayTech's staff and parents will also be taken into consideration.
- The hiring committee will conduct interviews during the months of May through August to hire the teachers. The hiring committee will consider the school's mission and the target student population in selecting the most qualified teachers for the positions available.

13. PROFESSIONAL DEVELOPMENT

Over the past two years in particular, BayTech has implemented a reinvigorated focus on targeted teacher PD and coaching – in large part based on teacher feedback -- in order to strengthen teacher efficacy and increase the richness of instruction provided to students; PD offers a high level of support for teachers. PD is heavily focused on the effective use of our new tech-based tools to facilitate the use of formative and summative assessments, in and out of the classroom, for data-driven instructional planning and implementation, including differentiation. Monthly grade level and department level meetings facilitate collaborative vertical and horizontal planning with an emphasis on data analysis and differentiation of instruction as teacher exchange “best practices” and collaboratively identify specific student needs across different classes. Teachers receive training individually and in grade and department level groups on the use of assessment data. Additional PD and coaching is planned to help teachers analyze and interpret data, and then use it to identify and address individual student needs.

BayTech provides ongoing staff development (onsite and off) to strengthen teacher efficacy and increase the richness of instruction provided to students. We offer multiple opportunities for growth, with professional development (PD) occurring at different levels within the school.

In addition to ongoing, schoolwide PD that aims to increase student achievement, BayTech's Administration/Department Chairs assess individual staff needs through formal/informal observations, surveys, and feedback. The following methods inform the selection of PD:

- The administrative team visits classrooms regularly to evaluate instructional practices, which influence PD goals and any additional training needed.
- Teachers visit other classrooms to observe and reflect on effective strategies using peer observation beneficiary forms. This information is then used to develop their own PD plan.
- The Lead Teacher/Curriculum Coach develops an overarching PD plan for the school and guides teachers toward PD that fits their individual interests and goals.

The Administrative Team (Principal, Dean of Academics, Dean of Students, College Advisor, Lead Teacher/Curriculum Coach, Department Chairs) reviews all this information to determine common staff PD, as well as individual PD tailored to respective staff needs. The school is organized into Professional Learning Communities (PLC) by grade level and by department, with PD occurring at different levels within the school.

Professional Learning Communities (PLC)

In 2014-15, BayTech implemented a teacher collaboration model that forms the basis of regularly scheduled staff meetings. BayTech has been organized into Professional Learning Communities (PLC) as a way for teachers to work together, support each other's growth and development, and integrate efforts. The PLCs also collaboratively establish improvement goals, learn from each other, and work collectively to identify and address students' instructional and behavioral needs. With the new addition of after-school services provided by outside vendors. Mondays and Fridays will now include collaborative planning time and PLCs after school, in addition to 2-2.5 hours of weekly formal professional development and staff meetings on Wednesday "early release" days. PLCs work collaboratively to:

- Focus on students' academic and behavioral needs
- Establish team improvement goals and clarify intended outcomes
- Develop common assessments
- Analyze student achievement data
- Engage in collective inquiry and action research regarding student learning
- Share best practices and materials
- Promote more engaged, motivated, and successful students with reduced absenteeism

PLCs are intended to transform the school into a community that fosters cooperation, emotional support, personal growth, and a synergy of effort. In combination with the school improvement plans, the answers to the following questions are studied in PLCs:

- How do we ensure that students learn?
- How do we foster a culture of collaboration?
- How do we ensure results?

As a product of the PLCs, all staff read and utilize educational literature to make informed recommendations for school and system-wide improvements at BayTech. The staff produces an annual reading list recommended by the PLCs. The following literature have been recently added to the reading list: *Failure Is Not An Option*, *Classroom Management That Works*, *How To*

Differentiate Instruction In Mixed-Ability Classrooms, and Teach Like A Champion: 2.0.

School-wide Meetings and Professional Development Activities

Administrative Meetings

The BayTech Principal, Dean of Academics, and Dean of Students meet weekly to act on general school issues including academics, safety, attendance, overall communications, and student activities. Upcoming events are discussed and planned. Additional members of the Executive Administration Team include the College Advisor, Lead Teacher/Curriculum Coach, and department chairs who attend monthly. The Resource Teacher and Office Manager participate as needed. Additionally, the Department Chairs meet with the Dean of Academics biweekly for the PLC and Department Level/Grade Level meetings.

General Staff Meetings

BayTech staff meets every other week to discuss issues related to student discipline, academics, safety, counseling, etc. Presentations, trainings and discussions or concerns about current issues are discussed as time permits.

Department Chair Meetings

Department Chair meetings are held monthly. These meetings are held the week prior to the department meeting to review and complete the agenda.

Department Level Staff Meetings

All teachers meet departmentally every month to:

- Share Time: Presentation by a member on an effective classroom strategy
- Align curriculum vertically
- Analyze student achievement data (MAP, CAASPP, ELPAC, etc.)
- Improve instructional strategies per data indicators
- Differentiate instruction
- Plan major departmental events
- Discuss other departmental issues and policies

Department Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Grade Chair Meetings

Two Grade-level Chairs (one each for high school and middle school) meet monthly. These meetings are usually held the week prior to the staff grade level meetings to review and complete the agenda for the grade level staff meeting.

Grade Level Staff Meetings

Grade level teachers meet once a month and collaborate on the issues below:

- Classroom strategies
- Sharing best practices

- Curricular and academic issues (grading uniformity, homework load, differentiation etc.,)
- Support for students with academic challenges (IEP, 504, RTI, SSR, Tutoring)
- Discussion of student academic supports (peer tutoring, mentorships, etc.,)
- Long-term projects (science fair projects, English/history/math projects)
- Integration/thematic units/horizontal alignment of the curriculum
- Field trips
- Discussions and strategies for students with behavioral problems
- School/grade level-wide incentive programs
- Other common grade level and school wide issues

Grade Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Wrap up Meetings

BayTech staff participates in end-of-the-year meetings to focus on evaluation of student achievement data, effectiveness of the programs such as testing, curriculum, and intervention programs, counseling, after school, etc. These meetings help staff prepare a professional learning plan for themselves and review what worked well during the school year. These plans and feedback are addressed in the summer in-service program.

Summer In-Service Programs

BayTech holds orientations and trainings for both new and veteran teachers to familiarize them with policies and procedures regarding the schools' operations, and the academic and education program goals for the year. A teacher workshop/summer in-service program is held in August for about two weeks. The program consists of at least four days of intensive training, after which teachers continue their studies at their school sites and communicate with each other via grade level and subject area email groups.

Peer Observations

BayTech believes that every effective teacher is a reflective practitioner who continually evaluates the effects of his or her choices and actions on others (students, parents, and other professionals in the learning community), and who actively seeks out opportunities to grow professionally. Therefore, each teacher is required to make monthly class visits to other teachers' classrooms (as well as one off-campus observation per semester) to observe effective strategies and reflect on his/her observations by using peer observation beneficiary forms. The information captured in these forms are used subsequently to create tailored PD plans for individual growth.

Formal Observations/Evaluations

All teachers are observed in the classroom by Department Chairs, the Administrative Team and the Lead Teacher/Curriculum Coach. A rubric guides observation and allows for the development of constructive feedback. BayTech's formal teacher evaluation program is comprehensive and includes a review their students' academic performance. All teachers are evaluated annually. A pre-conference and post conference are scheduled for each evaluation.

Lead Teacher/Curriculum Coach

BayTech employs a Lead Teacher/Curriculum Coach to develop an overarching professional development plan for the school, while guiding teachers toward PDs that fit their individual

interests and professional goals. This position includes the following tasks:

- Observe each teacher a minimum of one time per month
- Meet monthly with each teacher as a mentor
- Facilitate monthly observations between teachers
- Facilitate one off-campus observation for each teacher each semester
- Review lesson plans and curriculum mapping and give feedback
- Research, plan, develop, and implement professional development strategies

Walkthroughs

BayTech administration/Department Chairs make regular walkthroughs in each teacher's classroom. These quick and informal visits provide teachers with immediate and constructive feedback in specific areas to improve instruction and student learning.

Beginning Teacher Support and Assessment Program (BTSA)

BayTech provides new teachers with BTSA, a two-year program that provides beginning teachers with collegial support, guidance, professional development, motivation to continue in the profession, and training. It links college-level teacher preparation with classroom application.

Scheduled Professional Development

Beyond common PD days, all staff are encouraged to attend external PD based on their subject areas, goals, and interests. The Professional Development PLC manages and shares a list of free and low-cost seminars and webinars; stipends are available to pay for low-cost PDs. BayTech supports teacher PD by reimbursing for workshops (with pre-approval). Additionally, all administrators are sent to a variety of PD seminars and conferences for not only their own development, but also to bring back information, instructional techniques, STEM curricula, and best practices for the teaching staff.

BayTech partners with the following PD Conferences as part of our Master Professional Development Plan for providing the best STEM education available to Oakland's inner-city youth:

- **National Charter Schools Conference:** Based on organizational need, aligned with the schedule, selected faculty and administrative staff attend the Annual National Charter Schools Conference, which is organized by The National Alliance for Public Charter Schools (NAPCS).
- **California Charter Schools Association (CCSA) Conference:** Based on organizational need, aligned with the schedule, selected faculty and administrative staff attend the annual California Charter Schools Association (CCSA) Conference.
- **Charter Schools Development Center (CSDC):** Based on organizational need, aligned with the schedule, selected emerging and new leaders attend the Charter Schools Development Center (CSDC) Leadership Institute.
- **Association of California School Administrators (LEAD symposiums):** BayTech sends the Lead Teacher to attend workshops specifically designed for focusing professional development on STEM and CCSS.

- **BayTech Professional Development days:** BayTech Professional Development Days are held for a minimum of one full day each semester. Issues such as student achievement data, differentiated instruction, intervention, and departmental collaboration among teachers are discussed.
- **Edmentum (PLATO/Study Island):** All teachers attend training and professional development on the use of blended curriculum models utilizing Edmentum's slate of curriculum and educational tools.

Other professional development programs that BayTech considers when developing its professional development calendar include:

- College Board's Workshops and Seminars
- Association of Latino Administrators and Superintendents Conference
- National Council of Teachers of Mathematics Conference
- National Science Teachers Association Conference
- National Council of Teachers of English Conference
- California Council for History Education Conference
- California Science Teachers Association (CSTA) annual PD program
- California Association of Mathematics Teacher Educators Conference

Additionally, professors and professional teacher trainers from local and other universities and institutions are identified and invited to conduct professional development activities at BayTech.

D. SCHOOL CULTURE

1. CULTURAL VALUES FOR THE SCHOOL

Students are introduced to core BayTech values (Effective Communicator, Academic Achiever, Goal-Oriented, Lifelong learner, Excellent critical thinker, Socially responsible) during orientation. All stakeholders are informed of the school's diverse environment preparing students for college and career readiness. Our diversity is celebrated as strength throughout the school year: Cultural Food Fair, Hispanic Heritage Assembly, Black History Assembly, Middle Eastern Assembly, etc. Students are reminded of the positive character traits required to be successful at BayTech and beyond over daily announcements, character banners in the hallway, and positive reinforcement in the classroom. Teachers are trained to discipline students with dignity and lead by example when modeling intellectual importance and social development in and out of the classroom. By teaching acceptance and tolerance students feel welcome at BayTech recognizing their heritage, culture, and traditions are acknowledged here. This leads to positive academic performance when students feel they belong. Continuing to build a culture of care and support prepares students for the challenges and outside influences impacting their education in District 2.

BayTech will practice the following exercises on a daily basis to ensure a positive school culture continues to thrive.

Positive Greeting: BayTech teachers and admin will greet each student every morning. This helps set the tone for the school day. All staff will meet students at the door before pupils enter the

classroom.

- Vice Principal will check dress code compliance in every room each morning.
- Smile and greet staff and students by name and learn how to pronounce their names correctly.
- Model the behavior expectations you have for students
- Get to know people and build relationships with them. The more we know a person, the more we understand them and empathize with them

Anti-Bullying Campaign: Bullying prevention and intervention policies and practices are reviewed constantly to ensure all staff are aware of district policy and are trained in how to identify, intervene and report.

- Ways to respectfully communicate with one another.
- Conflict resolution. Conflict Resolution Education resources are available to educators.
- Many Restorative Practices programs also teach mediation or provide trained mediators to schools.

Steps for Anti-Bullying:

- Focus on the solution
- Educate people on the signs
- Teach Self Esteem
- Establish Safe Havens
- Get Involved

Recognize Stress/Trauma: Teachers are trained to recognize trauma and report troubling behavior to administration/counselor. Systems are in place to report bullying, refer students for counseling and how to engage in difficult conversations with students.

- Trauma-informed practices. Ensure all staff members are aware of resources or training opportunities to help them identify students who need extra help. The American Psychological Association has several resources to assist educators such as “How to Talk to Children about Difficult News and Tragedies.”
- Restorative community-building practices. Both students and staff participate in restorative practices.

College Going Culture: School leadership is committed to building a college going culture. A college-going culture helps all students set and achieve high goals and generates other important values:

- Appreciation of academics
- Desire to succeed
- Drive to attend college and become a lifelong learner

Grade levels are given college names (6 – UC DAVIS, 6 – UC IRVINE) instead of labeling (6-A, 6-B) for their academic ability. College nights are held frequently to inform all stakeholders on important testing dates, financial aid, application deadlines, and preparation for future high school years. Accepted students are highlighted in the school on a large bulletin board. Student's names are announced during the morning announcements to build pride and recognize achievement.

2. EXTRACURRICULAR ACTIVITIES

BayTech is proud to offer Varsity competitions to our high school students. Currently, students may choose to participate in Boys/Girls Basketball, Girls Volleyball, Boys/Girls Soccer, Cross Country and Baseball. We are members of the Bay Area Charter School Athletic Conference (BACSAC) and participate in the CIF- Oakland Section. These extracurricular activities occur seasonally throughout the school year. Our Athletic Director oversees the programs. Program funding comes from fundraising or donations.

F. STUDENT ENGAGEMENT & SATISFACTION

According to recent survey results and our WASC self-study process during the 2016-17 school year, students most like:

- the small school environment at BayTech
- positive rapport with their teachers, who care about and notice their success, and are there to help them if needed
- the positive environment promoted by BayTech
- increased athletic offerings, added student council, and mock job interviews/resume builder exercises.

1. STUDENT ATTENDANCE

BayTech will continue to meet a 95% ADA rate as outlined in our LCAP. The goal is to maintain this percentage and ensure high rates of attendance, especially for habitually tardy and truant students. By making attendance a priority, our target of 95% will be achieved. BayTech will examine factors contributing to chronic absences by securing student and parent perspectives. The target rate will be communicated to parents and students during orientation and throughout the school year. Students will be met with positive supports instead of punitive actions. BayTech will partner with community service agencies to help parents carry out their responsibility

In the event BayTech does not reach the identified attendance goal a new strategy will be developed. An attendance team will be created to review the previous strategy and assess its impact. The team must engage all stakeholders and determine an appropriate course of action.

BayTech will monitor attendance issues such as chronic absences via CoolSIS. An attendance report is shared with the Vice Principal on a weekly basis. This information is reviewed and phone calls, emails, personal letters, and if necessary, home visits will be utilized to address chronic attendance.

2. DROP-OUT RECOVERY.

Students at-risk of dropping out or in need of recovery are given multiple supports.

- Providing students with instruction targeted to their learning styles and holding students accountable for achievement.
- Preparing individualized student learning plans and following or refining them.
- Conducting early and persistent evaluation of student progress and engagement in school and addressing problems as they arise.
- Conducting home visits.

G. COMMUNITY SCHOOL: ONGOING FAMILY INVOLVEMENT & SATISFACTION

1. PARTNERSHIPS WITH COMMUNITY ORGANIZATIONS

More than just a Science Fair, BayTech's STEM EXPO offers a place to students to exhibit their work in an entertaining environment, while presenting learning opportunities for students, parents, and community members. The STEM EXPO includes expert presentations (Google, TESLA, Chabot Science Center), STEM educators, real scientists and professors from local universities (UC-Berkeley, Stanford, Laney, Peralta) and interactive events. We allow BayTech students and local schools (Rudsdale, ISP, Key Academy) in partnership with BayTech, are invited to experience an innovative environment of hands-on science, technology, engineering, and math. The STEM EXPO enables students to explore their interests and talents by offering seven elective categories from which students can choose: Invention, Science Fiction, Environmental Innovation, Engineering [Reverse], Engineering [Robotics] & Scientific Inquiry.

BayTech partners with the following community programs to enhance our students' education and build lasting community relationships between our students and their community:

East Bay College Fund

NextGen

American Association of Yemeni Students and Professionals (AAYSP)

East Bay Food Bank

Accord Education

Beats, Rhymes, and Life

Alameda County Community Food Bank

Rainbow Recreation Center East Oakland

International Rescue Committee

2. ENGAGING FAMILIES IN THE SCHOOL'S CULTURE

Bay Area Technology School promotes active parent involvement with school activities, governing and decision-making processes, and student achievement. Parents support student academics via conferences with their teachers and administration. Parents are actively involved supporting our

extra-curricular activities and award ceremonies.

BayTech Parent Club is a parent organization that meets biweekly and organizes school and community wide social events and fundraising activities. The Parent Club is led by a parent board consisting of the Parent Club President, Vice-President, Secretary, and Treasurer. BayTech appoints both a Teacher and Student Liaison to confer with the Parent Club Board in order to facilitate communication between the stakeholders.

Since the inception of our Charter, BayTech has always encouraged parental involvement, however, since forming the Parent Club, we have seen a significant increase in parent participation, student excitement, and community interest. Parent Club participation has increased from the original five members in 2012 to having more than twenty actively participating members in the 2015-16 school year. Through their dedication, Parent Club has helped make BayTech's Harvest Festival and Cultural Food Fair annual traditions and part of the BayTech culture.

We strongly believe that when parents are engaged in our school – including participating in activities on campus – they see that BayTech is a safe and engaging school community. This not only can negate transfers due to concerns about safety, but also encourage families who are changing residence to ensure their child stays at BayTech. The following new efforts are being made:

- New communication strategies are being used to try to capture parents' attention. Last year, rather than email parents about Back to School Night, teachers personally contacted parents in their classes by phone. This resulted in more than 200 parents attending, representing 51% of our families – the previous two years were just 40% attendance. We have begun distributing flyers about important news and events to parents as they drop off their children, rather than sending flyers home with the students.
- The Vice Principal has instituted breakfast/coffee meetings the first Tuesday of each month as a means of informally talking with parents, soliciting feedback, and providing information about school programs. Attendance at these sessions has been growing.
- Building on the momentum of last year's WASC and LCAP process, during Orientation Sessions in August 2017, the Vice Principal specifically encouraged parents to volunteer to participate in ongoing discussions about school programs and policies. Already more than 20 parents have indicated interest in participating this year in regular discussions. We are looking to formalize this structure into an Advisory Council for school leaders.
- The Parents Club, described in more detail below, has gained new energy and increased attendance at monthly meetings, helping to spur new interest in parent volunteerism.
- The Home Visit Program has also increased in participation, with more anticipated growth this coming year. This voluntary program encourages teachers and staff (in pairs) to conduct visits to students' homes in order to establish stronger bonds with the students and their families, learn more about the student's home experience, communicate with parents about school expectations for the student's success, answer questions and more. Teachers/staff receive a small stipend for each visit they conduct. These visits have led to a noticeable increase in parent engagement in their student's success and participation in school life, as well as stronger relationships between students and their teachers. One of our science teachers, who is the coordinator of our STEM EXPO program, last year

conducted more than 70 home visits; our Dean of Academics conducted 10 home visits for 12th grade students to engage families specifically in conversations about post-graduation goals and plans. Ultimately, we would like to see all students have a Home Visit at least once as a matter of course.

H. SPECIAL POPULATIONS: IDENTIFICATION, REMEDIATION, & ACCELERATION

1. SPECIAL EDUCATION

Special Education Program Overview

BayTech shall comply with all applicable requirements of federal and state laws in serving students with disabilities, including, but not limited to, the Individuals with Disabilities Education Improvement Act (“IDEA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and the Americans with Disabilities Act (“ADA”). BayTech is an active member of the El Dorado SELPA.

BayTech shall implement a Student Study Team Process (“SST”), a regular education function, to monitor and guide referrals for Section 504 and Special Education services. The facilities to be utilized by BayTech shall be accessible for all students with disabilities. All students will be given equal access to BayTech regardless of disabilities. BayTech will not discriminate against any student based upon disabilities.

BayTech shall continue to be categorized as a local educational agency for purposes of special education in accordance with Education Code Section 47641(a).

BayTech shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

BayTech shall be solely responsible for its compliance with Section 504 and the ADA.

Section 504 of the Rehabilitation Act

BayTech recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of BayTech. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student’s disability and the impact upon the student’s education.

This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language, along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the Plan, and continued eligibility.

Services for Students under the IDEA as an LEA for Special Education Purposes Pursuant to Education Code Section 47641(a)

The Charter School shall provide special education instruction and related services in accordance with the IDEA and Education Code provisions regarding special education as well as all SELPA policies as they relate to special education. A child with disabilities attending BayTech shall receive special educational instruction or designated instruction and services, or both, as required by law.

BayTech ensures that students will receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

Similarly, BayTech intend that all students entitled to services under the IDEA and Education Code Section 56000 *et seq.*, will receive those services.

Student Study Team (“SST”)

BayTech will have a Student Study Team as part of the general education program and as part of the IDEA child search/find requirements, as a vehicle of exhausting all general education possibilities before a student is referred for a special education evaluation by BayTech personnel. However, the SST shall not be used to delay assessment of a pupil after parent request.

Staffing

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by California’s Education Code and the IDEA. Charter School staff shall participate in SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized. BayTech shall assure that all students with disabilities are identified, located and evaluated in accordance with applicable law. Instructional staff will be instructed about the characteristics of special education handicapping conditions and referral procedures.

In the event that the Charter School receives a parent written request for assessment, it will work to address the request. Unless otherwise appropriate pursuant to applicable State and Federal law, the

Charter School will provide the parent with a written assessment plan within fifteen days of receipt of the written request and shall hold an IEP within sixty days of parent's consent to the assessment plan to consider the results of any assessment.

The Charter School will follow child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

It is the Charter School's understanding that the Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. It is the Charter School's understanding that the Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

If a student is receiving special education services, his or her IEP will be reviewed in an IEP meeting at least once a year to determine how well it is meeting student needs. In addition, every three years, student progress will be reassessed and the IEP reviewed in accordance with applicable law unless otherwise agreed upon by BayTech and the parent/guardian. BayTech shall, prior to the placement of the individual with exceptional needs, ensure that the regular teacher or teachers, the special education teacher or teachers, and other persons who provide special education, related services, or both to the individual with exceptional needs shall be knowledgeable of the content of the IEP.

A copy of each IEP shall be maintained at the BayTech school site. Service providers from other agencies who provide instruction or a related service to the individual off the school site shall be provided a copy of the IEP. All IEPs shall be maintained in accordance with state and federal student record confidentiality laws.

If a parent or teacher has concerns that the educational needs of students already enrolled in special education are not being met, either the parent or the teacher may request a reassessment or an IEP

meeting to review the IEP anytime during the school year.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the School's IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the SELPA and State and Federal law.

Interim and Initial Placements of New Charter Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the District within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Professional Development Re: Special Education

BayTech shall conduct ongoing in-services for special education. During the summer in-service training, a school psychologist shall train the entire BayTech staff on services and programs related to students with learning disabilities. Additionally, a special education teacher shall train the staff on IEP documentation and how to implement accommodations and modifications in a general education classroom. Our special education teachers shall attend workshops and trainings provided by OUSD, in addition to a resource conference to hear from experts in the field of special education. Additional support shall be offered to teachers through the Special Education PLC via the SpEd PLC chair. The professional training in special education includes:

- Laws and regulations aligned with the IDEA
- Implementation of modifications and accommodations
- State test requirements/options for students with disabilities
- Writing IEPs
- IEP meeting procedures

- Rights and responsibilities of parents, students, and teachers
- Section 504 plans

Beyond the August sessions, BayTech shall conduct quarterly training sessions on special education, implementing best practices from around the country while paying heed to California and federal laws.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

BayTech has an established process for formal parent/guardian complaints. The policy is on the website located at <https://www.baytechschool.org/page/board-policies> under “6000 Instruction” labeled as Internal Complaint Procedures for Complaints Relating to Special Education.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Most Appropriate and Least Restrictive Programs

BayTech will comply with the federal requirement of offering and maintaining the least restrictive environment (“LRE”) for students with disabilities. This means that, to the maximum extent appropriate, children with disabilities are educated with non-disabled children. Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of accommodations, modifications, and related services is no longer reasonably calculated to provide a free appropriate public education.

Response to Intervention

BayTech has RTI teacher that the teacher is to provide support to classroom teachers in the implementation of Response to Intervention. The RTI teacher implements strategies in direct interaction with students to ensure that all children can achieve at grade level. Methods used includes, but will not be limited to implementation of the District's adopted content area programs, and the implementation of intervention programs to assist children who do not master grade level skills from first instruction. The RTI teacher also provides support for the implementation of English Language Development services for English Learner students.

BayTech identifies low-achieving students and other students with special needs in the first weeks of the academic year, and implements early intervention where indicated.

To narrow the achievement gap for low-achieving students, specialized strategies are implemented during school hours and in the after-school program. Low-achieving students are given individualized support by their teachers and the school administration. The school also works with the students' parents to provide motivational support to their children at home. Targeted English & Math intervention classes are offered during elective periods to students who are not achieving at grade level. On an as-needed basis, a Student Improvement Plan (SIP) is prepared with the involvement of the recommending teacher, the Dean of Academics, and the student's parents. Such SIPs include subject-related readings, additional homework, and mandatory after-school tutoring.

BayTech offers a customized after-school program to all its students depending on their academic achievement level, as depicted in the Figure below. Individual and small group tutoring, as well as homework clubs, are available. Students identified as low achieving attend intensive obligatory after-school programs tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards. Low achieving students' progress is quantitatively measured through MAP, Accucess, and other tests, with the goal of attaining at least one year's academic progress within the school year.

Students demonstrating adequate improvement advance to a satisfactory level, where they participate in moderate tutoring sessions and various recreation opportunities, such as clubs and community trips. For low-achieving students who continue to struggle, the homeroom teachers may decide to include them in different recreational activities to promote interest in learning. The teacher monitors academic improvement regularly through in-class assessments. Parents are informed of their student's academic progress during this process via parent-student-teacher meetings and access to student grades and progress reports through the online school information system.

2. GIFTED/TALENTED STUDENTS & ACADEMICALLY ADVANCED STUDENTS

BayTech offers a broad range of academic learning opportunities to high-achieving, gifted, and talented students. Our students are engaged in advanced projects and activities in the areas of Math, Science, Technology, Social Studies and Language Arts. These projects and activities are supported by the school staff, volunteer college and graduate students, and parents. Funding for these endeavors is provided partially by the school and through grants, donations and fundraising. High-achieving students may learn computer programming and engage in science fair projects. Besides recreational after-school clubs, advanced study groups in STEM areas are available for high achieving students.

As noted above, AP courses, dual enrollment courses with local community colleges and other opportunities ensure our gifted and advanced students are appropriately challenged.

I. SPECIAL POPULATIONS: ENGLISH LEARNERS

BayTech will meet all requirements of federal and state laws as they pertain to providing equal educational opportunities for English Learners (EL). BayTech will implement an EL Master Plan which includes the following components:

- Initial Identification, Assessment, Parent Notification, and Placement of English Learners
- Implementation and Programs
- Monitoring Student Progress
- Staff Qualifications & Professional Development
- Evaluation of Program Effectiveness

BayTech uses California State English Language Development Standards as ELL content in the classrooms. The California English Language Development Standards (CA ELD Standards) Implementation Plan identifies major phases and activities in the implementation of the CA ELD Standards throughout California's educational system. The plan describes the philosophy of and strategies for the successful integration of the CA ELD Standards that align to the California Common Core State Standards for English Language Arts and literacy in History/Social Studies, Science and Technical Subjects (CA CCSS for ELA/Literacy) to address English language and literacy skills English learners need in key content areas.

BayTech provides in-class learning opportunities for every EL student, including access to teachers and resources that accommodate individualized instruction. Faculty evaluate student assessment data (ELPAC) and classroom performance to tailor instruction to meet ELA proficiency expectations.

Teachers use multiple strategies to deliver the curriculum to ELs, and technology has been instrumental in this regard. One-on-one access to computers, coupled with online curricular resources available in multiple languages, enable teachers to use readings, lectures, videos, music, art, and other materials to deliver content to EL students. For example, ESL ReadingSmart supports teachers in differentiating instruction for ELs, enabling them to create customized lessons, collaborate with others, and measure proficiency within the same platform.

To increase progression of EL students, Level 1 students receive individualized ELA programming through ReadingSmart with a certified teacher to guide them; Level 2 and above receive ELD support in the general education classroom, with the supplemental ESL ReadingSmart online curriculum. Teachers utilize ELD standards-aligned assessment systems to inform instruction, establish priorities (for department/grade level meetings and PD), and provide tools for accountability.

Based on the assessment results and the EL Coordinator's evaluation, English Learner students are placed in either the **Structured English Immersion Program** or **Mainstream English Instructional Program**. Students who perform below the 30th percentile in the Reading and Language Usage sections of the MAP test and/or at ELPAC levels 1-3 will be placed in the

Structured English Immersion Program. Students who perform above the 30th percentile rank and/or at ELPAC levels 4-5 will be placed in Mainstream English Instructional Programs.

Structured English Immersion (SEI) Program: This program is designed to ensure acquisition of English language skills and access to core content so that ELs can succeed in a mainstream classroom. SEI is designed to ensure that ELs develop English proficiency and receive appropriate supports to make grade level content standards accessible. Following are the components of this program:

- Additional 50 minutes (daily) of structured English Language Development (ELD), during the Enrichment blocks of the schedule, will be provided through Specially Designed Academic Instruction in English (SDAIE) methodology, utilizing standards-based materials and supplemental materials
- Inclusion: All EL students will continue to receive regular 50 minutes of ELA classes daily
- Access to instruction in all curricular areas aligned to content standards
- Differentiated instruction in reading, writing, math, science, and social science
- Cooperative learning activities, conducted in English, in all classes to immerse students in the language while giving them opportunities to practice listening, comprehension, and speaking skills
- Frequent writing assignments in all classes that give students opportunities to practice writing and editing in English
- After-school programs and tutoring
- Collaborative learning experiences through club projects

Mainstream English Immersion Program

The goal of this program is to ensure that ELs continue to progress linguistically and academically to meet ELD and grade-level content standards. Students receive appropriately differentiated instruction and scaffolded academic content instruction and support.

BayTech's EL plan provides a content-based EL program during whole class instruction. Teachers draw on the EL components of the Language Arts curriculum. During whole class instruction, teachers utilize materials within the curriculum and engage students by using thematic planning and Specifically Designed Academic Instruction in English ("SDAIE") strategies. Manipulatives, visuals, graphic organizers, and interactive communication are just a few of the ways teachers create an educational environment that fosters language acquisition through content-based lessons. Small group intervention is provided. All teachers will be trained in SDAIE techniques.

Teachers work on simplifying classroom materials using SDAIE methods in a predominantly English speaking setting. When needed, teachers work one-on-one with students to ensure that beginning English speakers progress at an accelerated rate. Depending on the needs of the EL students, teachers use proven strategies, such as peer mentoring, multi-sensory experiential activities, modeling and tutoring, cooperative learning, and use of media and visuals, to provide effective oral language, literacy and content area instructions.

Teachers employ the following strategies to help their students:

- Simplify the language of instruction and not the concept being taught. Use simple sentence structure (verb-subject-object). Avoid the passive tense and compound and/or complex

sentences. Avoid negative phrasing in questions, such as "which answer is not?" and "all of the above except."

- Provide instructions and messages in written and verbal form.
- Build background knowledge before teaching a lesson.
- Write homework assignments on the board.
- Modify assignments for new students so that they can be successful doing a part of the class assignment.
- Work toward depth, not breadth of information, presenting materials in a clear, concise, comprehensible manner, eliminating all nonessential information.
- Impart information through several learning modalities: oral, visual, auditory, and kinesthetic.
- Present content area vocabulary and concepts using pictures, objects and hands-on activities.
- Provide concrete examples of words using flashcards, pictures and objects.
- Use graphic organizers such as webs, Venn diagrams, and charts to make information more accessible. Textual material is usually too dense for second language learners.
- Employ a variety of questioning strategies to determine the student's level of comprehension. Structure questions to student's level of language understanding.
- Class structure may be adjusted to help ELs.
- Students work in teams; ELs can then be active participants instead of simply observers.
- EL is paired with a student who is a native English speaker and of the same age.
- EL is paired with a student "buddy" in another grade.

Professional Development Re: Needs Of ELs

All teachers providing specialized academic instruction for EL students at BayTech must hold a CLAD or BCLAD credential, or other CDE certification that authorizes teaching to English Learner students. BayTech funds CLAD programs for all teachers.

Professional development topics include EL intervention strategies, differentiated instruction, and using pedagogical strategies effectively. These continue to be revisited in our regular PD with staff. In addition, all staff have external opportunities to participate in PD workshops and trainings specific to their needs.

Faculty works jointly at grade/department level meetings (bi-weekly) to identify students with academic challenges, exceptional needs, and/or behavioral issues (including ELs). Student achievement data and assessment results are analyzed by staff and the Response to Intervention (RTI) model aids in identifying the level of support that each student needs. Strong commitment, communication, and collaboration helps ensure students' needs are identified and addressed.

BayTech staff are required to:

- Implement the ELD curriculum consistently with fidelity, as outlined in the English Learner Master Plan
- Differentiate instruction daily during core classes, using research-based strategies and SDAIE methodology, to ensure students can access grade-level instruction and do not incur academic deficits while they learn English
- Attend all professional development and professional learning community sessions
- Monitor student progress in ELD and access to core class instruction, for progress towards

- minimum expected benchmark achievements
- Maintain contact with students' families and keep them apprised of their children's progress

Identification

After a student enrolls in BayTech, the School utilizes the Home Language Survey (HLS) to determine if a language other than English is spoken in the student's home. Prior to completing the HLS, parents are informed of its purpose and use, and notified that their child may be given an assessment to measure their English language proficiency level.

Assessment

If a language other than English is spoken at home, students are evaluated in the following ways:

- **NWEA MAP test** is administered in the first two weeks of school (with results arriving in 24 hours) to determine their English proficiency level.
MAP tests are a web-based assessment tool that provides detailed diagnostic data on each student's reading, language usage and math skills in a variety of sub-categories. In addition to generating reports broken down into sub-skills, NWEA can generate "skills reports" that identify which skills have been mastered and which skills need remedial support.

Teachers use the reports to create standards-based curricular maps and unit plans by looking at the standards that students have already mastered and those that need to be developed. They use them to assess the efficacy of the standards-based instruction that is being delivered and to make plans for re-teaching or acceleration as needed. Training in using NWEA for assessment and planning is part of the professional development that occurs prior to the start of school (and is then ongoing throughout the year).

The School's administrative team analyzes the data and makes inferences, and student performance data is shared with the school team for further study. Using teacher feedback, observations, and inferences from the student performance data, the team collaborates to create an action plan that will include recommended student placement and support strategies. This plan is implemented throughout the school, as well as during tutorial sessions.

- **ELPAC test** is administered within thirty days of enrollment (and at least annually thereafter between July 1 - October 31, until re-designated as fluent English proficient) – unless the school has proper documentation of a student's re-designation as Fluent English Proficient. (The California English Language Development Test (CELDT), aligned to the 1999 ELD Standards, will be replaced by the English Language Proficiency Assessments for California (ELPAC) system in 2018, which will be aligned to the 2012 revised CA ELD Standards.)

The ELPAC is also used for the annual assessment of each student's ELD level, along with scores on the California Assessment of Student Performance and Progress Test (CAASPP) in English-Language Arts (ELA), teacher observation, and optional parent input as secondary factors.

Parent Notification

BayTech notifies all parents of its responsibility for ELPAC testing and also of the corresponding results (within thirty days of receipt from publisher). The ELPAC is used to fulfill the requirements under the Every Student Succeeds Act (ESSA) for annual English proficiency testing.

Placement

Based upon the assessment results, the School administration, EL Coordinator, and the Response To Intervention (RTI) coordinator determines the most appropriate placement and support strategies, with the help of the student's parents and teachers.

Assessment of Progress

BayTech uses NWEA MAP assessment data, CAASPP data, and ELPAC results to evaluate the success and effectiveness of our EL program, as well as the growth of ELs. Our administrative team evaluates assessment data at the school level and are required to:

- Supervise classroom instruction for content and pedagogy to ensure the delivery of ELD and core curriculum through SDAIE and/or primary language instruction or support
- Provide leadership and support to teachers and staff to improve student achievement and accelerate the learning of ELs
- Conduct regular classroom walkthroughs to ensure that ELD and SDAIE instruction or support are being delivered in the manner outlined in the English Learner Master Plan
- Identify, design and implement appropriate interventions for ELs when they do not meet minimum progress benchmark achievement
- Utilize multiple sources of data to monitor EL program implementation
- Review placement of ELs in ELD instruction prior to the beginning of each semester and correct any inconsistencies with the Master Plan
- Ensure that teachers have professional development opportunities to continue to develop their skills and knowledge in ELD and SDAIE and/or primary language instruction or support
- Ensure that interventions are designed and delivered, consistent with the Master Plan
- Provide a welcoming environment for parents of EL students and ensure that they are regularly apprised of the EL assessment and reclassification process and results, instructional program options and placement, and EL progress monitoring

ELEMENT 2: MEASURABLE PUPIL OUTCOMES & ELEMENT 3: METHOD OF MEASURING PUPIL OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” – Ed. Code § 47605(c)(5)(B)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” – Ed. Code § 47605(c)(5)(C)

Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

Collective MPOs

Charter School sets the following targets for Measurable Pupil Outcomes related to school culture and climate.

<u>Collective MPOs for Middle and High Schools</u>	
1. Annually, at least 70% of students complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.	
<u>MPO</u>	<u>Target (%)</u>

2. Each year, at least 70% percent of students positively rate school safety.	70%; yearly growth of 3% until target is reached
3. Each year, at least 70% percent of students positively rate academic instruction.	70%; yearly growth of 3% until target is reached
4. Each year, at least 70% percent of students positively rate their voice in school decision-making and/or opportunity for feedback.	70%; yearly growth of 3% until target is reached

Additional Site Based MPOs	
<u>MPO</u>	<u>Target (%)</u>
Each year, 95% of applicable families will attend the Senior, Junior, Freshman or 8th Grade Parent meeting(s).	95%
Each year, 75% of students will show growth on their i-Ready testing in English and/or Math.	75%

Application of Education Code section 47607.3

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- *Depending on the circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.*
- *The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.*
- *The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.*

To better serve the students and the community, BayTech will continue to examine and update the following list of measurable student outcomes over time to reflect the school's mission, as well as any changes to state or local standards that support our mission. Should any changes to the measurable pupil outcomes be made, BayTech will submit those changes to the OUSD as an update to the charter.

The following tables include summaries of measurable student outcome goals, core academic skill goals, and goals for lifelong learning and interpersonal skills. Measurable outcomes and assessment tools in each of the academic areas of the curriculum are important for tracking student progress and provide key data about the efficacy of BayTech's academic program. This data is used to drive decisions about overall program development, as well as inform ongoing curriculum modifications and allocation of resources.

The principal, staff, and teachers of BayTech will be held accountable by the Board of Directors for meeting student outcome goals. Benchmark skills and specific classroom-level skills will be updated annually.

1. COLLECTIVE MEASUREABLE PUPIL OUTCOMES

The following two tables include BayTech's MPOs for 2013-15 and 2015-17:

Measurable Pupil Outcomes	Instrument	Target	Progress 2013-14	Progress 2014-15
Academic Performance Index ("API") growth	API reports (annual)	Meet or exceed the API growth in the year prior to charter renewal or two of the last three years prior to renewal	Not Available	Not Available
Adequate Yearly Progress ("AYP")	AYP reports (annual) MAP Testing (new)	1. Meet or exceed AYP targets in the year prior to charter renewal or two of the last three years prior to renewal 2. Schoolwide target proficiency rates for AYP in ELA: 2013-14: 52%, 14-15: 57%, 15-16: 63%, 16-17: 69%, 17-18: 77% 3. Schoolwide target proficiency rates for AYP in Math: 2013-14: 49%, 14-15: 54%, 15-16: 60%, 16-17: 66%, 17-18: 73%	1. No 2. 45.8% ELA / 44.9% MATH	1. Not Available

		MAP: %60 growth for each class from Fall to Spring		
Similar school API ranking	API reports (annual)	Rank 6 or better on the similar school API ranking system each year with an ultimate goal of 8 in the year prior to charter renewal	MET 2013 SS Rank: 7	Not Available
Schoolwide CST performance	CST reports	6-10% increase of Proficient or Advanced on CSTs each year (or 30% increase from 2012-2013 to 2016-2017)	Not Available	Not Available
CAHSEE passing rate	CAHSEE reports (annual)	1. CAHSEE passing rate of at least 81% during the first test administration of the year (10th grade) prior to charter renewal: 2013-14: 77%, 14-15: 78%, 15-16: 79%, 16-17: 80%, 17-18: 81% 2. CAHSEE passing rate of at least 90% by the end of 12th grade	1. PARTIALLY MET Math: 81% ELA: 71% 2. MET 100% of 12th graders passed CAHSEE	1. PARTIALLY MET Math: 84%, ELA: 68% 2. MET 100% of 12th graders passed CAHSEE
Graduation rate	School enrollment & graduation records (annual)	Graduation rate of no less than 90% each year	4-Year Cohort Graduation: 77%	MET 4-year Cohort Graduation: 96%
Dropout rate	School enrollment & graduation records (annual)	Dropout rate of no more than 3% each year	Cohort Dropout: 4.5% (ONE student)	MET Cohort Dropout Rate: 0%

Student attendance rate	ADA rate (monthly) Daily attendance reporting via SIS (daily)	Average daily attendance rate of at least 95%	MET 95% ADA	MET 95% ADA
Student suspension rate	CDE records (annual) Suspension reporting via SIS (daily)	Suspension rate of no more than 5% each year (The number of suspensions divided by the number of enrolled students)	MET 5%	MET 4.2%
English Learner (EL) performance	CELDT reports (annual) CDE records (annual) School records (annual)	1. 65% of ELs will advance one overall performance level on the CELDT prior to charter renewal: 2013-14: 61%, 14-15: 62%, 15-16: 63%, 16-17: 64%, 17-18: 65% 2. 65% of ELs at overall Early Advanced performance level on the CELDT who are enrolled in BayTech no less than one year will be reclassified to fluent English proficient (RFEP) each year.	1. 17% 2. 86% Reclassified	1. 42% 2. 50% Reclassified
Science fair participation	Science fair registration logs Grade reporting via SIS	At least 90% of students will do a science project and 70% of those will score a 4 or 5 on a 5 point rubric.	MET 90% participation in Science Fair MET 82% scored 4 or 5 on a 5-point rubric	MET 90% participation MET 85% scored 4 or 5 on a 5-point rubric
After-school participation	After-school sign-in logs ASES reporting	At least 45% of students will regularly participate in after-school programs each year with an	MET 68% of students participated; MET attendance rate of 91%	MET 92% of students in grades 6-9 participated; MET

		attendance rate of at least 90% for the year.		attendance rate of 92%
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Measurable Pupil Outcomes for Bay Area Technology School		
Bay Area Technology School	Annual Update (2015-16)	Annual Update (2016-17)* SBAC data for 2017 is based on preliminary/not-yet-published data
<p>STATISTICALLY SIGNIFICANT SUBGROUPS: For purposes of MPOs, all subgroups are “statistically significant” if they have 30 or more students, with the exception of Foster Youth, which is statistically significant with 15 or more students.</p>	<p>Hispanic/Latino: 127 Black/African American: 114 White: 30 English Learner: 58 Low-Income: 276 SpEd: 15 Foster Youth: 2 Homeless Youth: 1 TOTAL ENROLMENT: 284</p>	<p>Hispanic/Latino: 137 Black/African American: 110 White: 31 English Learner: 58 Low-Income: 294 SpEd: 19 Foster Youth: 1 Homeless Youth: 0 TOTAL ENROLLMENT: 294</p>
<p>By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10% or achieve a level of 50% percent.</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>2015: 23% 2016: 15%</p>	<p>MET 2015: 23% 2017: 33% <i>In just TWO years, ELA proficiency grew 10%.</i></p>
<p>By the end of the charter term, for each statistically significant student group, “increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10% or achieve a level of 40% (ELs) or 50% (all others).</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>In Progress <i>Hispanic or Latino:</i> 2015: 17% 2016: 22%</p> <p><i>Black or AA:</i> 2015: 23% 2016: 6%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2016: 13%</p> <p><i>English Learner:</i></p>	<p>MET for ALL subgroups <i>Hispanic or Latino:</i> 2015: 17% 2017: 35%</p> <p><i>Black or AA:</i> 2015: 23% 2017: 31%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2017: 21%</p> <p><i>English Learner:</i></p>

	<p>2015: 0% 2016: 5%</p> <p><i>Low Income Students:</i> 2015: 22% 2016: 15%</p>	<p>2015: 0% 2017: 24%</p> <p><i>Low Income Students:</i> 2015: 22% 2017: 33%</p>
<p>By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10% or achieve a level of 50%.</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>2015: 9% 2016: 11%</p>	<p>MET 2015: 23% 2017: 36%</p>
<p>By the end of the charter term, for each statistically significant student group, "increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10% or achieve a level of 40% (ELs) or 50% (all others).</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>In Progress <i>Hispanic or Latino:</i> 2015: 9% 2016: 13%</p> <p><i>Black or AA:</i> 2015: 5% 2016: 3%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2016: 27%</p> <p><i>English Learner:</i> 2015: 0% 2016: 0%</p> <p><i>Low Income Students:</i> 2015: 10% 2016: 11%</p>	<p>MET for ALL subgroups <i>Hispanic or Latino:</i> 2015: 9% 2017: 38%</p> <p><i>Black or AA:</i> 2015: 5% 2017: 18%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2017: 50%</p> <p><i>English Learner:</i> 2015: 0% 2017: 6%</p> <p><i>Low Income Students:</i> 2015: 10% 2017: 33%</p>
<p>Each year, 50% of students will increase 4 or more points on the NWEA MAP Reading Assessment or achieve proficiency.</p>	<p>**BayTech notes that these goals were awkwardly stated as students are assigned different growth targets in NWEA MAP. With state testing now in place for three consecutive years, we believe the SBAC data should suffice to show appropriate growth by our students.</p>	
<p>Each year, for each statistically significant student group, 50% of students will increase 4 or more points on the NWEA MAP Reading Assessment or achieve proficiency.</p>		

Each year, 50% of ELs will improve one overall proficiency level on CELDT.	2015-16 - 35%	MET: 2016-2017 – 65%
Each year, have less than 10% of students absent more than 10% of the school days (chronic absence).	MET 4.2%	MET 3.4%
Each year, for each statistically significant student group, have less than 10% of students absent more than 10% of the schools days (chronic absence).	MET for all subgroups <i>Hispanic or Latino:</i> 2015-16: 4% <i>Black or AA:</i> 2015-16: 3% <i>White:</i> 2015-16: 3% <i>English Learner:</i> 2015-16: 2% <i>Low Income Students:</i> 2015-16: 4%	MET for all subgroups <i>Hispanic or Latino:</i> 2016-17: 3% <i>Black or AA:</i> 2016-17: 5% <i>White:</i> 2016-17: 0% <i>English Learner:</i> 2016-17: 0% <i>Low Income Students:</i> 2016-17: 5%
Each year, achieve a High School cohort graduation rate of at least 75%.	MET 4-year Cohort Grad Rate 91% (<i>TWO students out of 23 did not graduate – one moved back to Mexico and one continued on another year</i>)	MET 4-year Cohort Grad Rate 100%
Each year, for each statistically significant student group, achieve a high school cohort graduation rate of at least 75%.	MET <i>Hispanic or Latino: 89% (one student out of 9 moved back to Mexico)</i> <i>Black or AA: 91% (one student out of 11 continued on another year)</i> <i>White: 100%</i> <i>English Learner: 100%</i> <i>Low Income Students: 96%</i>	MET <i>Hispanic or Latino: 100%</i> <i>Black or AA: 100%</i> <i>White: 100%</i> <i>English Learner: 100%</i> <i>Low Income Students: 100%</i>

Each year, at least 50% of students and families positively rate school safety. <i>(Note: two different survey formats were used in 2016 and 2017, thus results are not directly comparable.)</i>	MET Students: 83% Parents: 65%	MET Students: 52% Parents: 87%
Each year, at least 50% of students and families positively rate academic instruction. <i>(Note: two different survey formats were used in 2016 and 2017, thus results are not directly comparable.)</i>	MET Students: 64% Parents: 65%	MET Students: 64% Parents: 87%
Each year, at least 50% of students and families positively rate their voice in school decision-making and/or opportunity for feedback. <i>(Note: two different survey formats were used in 2016 and 2017, thus results are not directly comparable.)</i>	MET Students: 52% Parents: 71%	MET Students: 61% Parents: 87%

2. STATE PRIORITIES UNDER LCFF

Please see Appendix.

3. FORMATIVE ASSESSMENTS

BayTech uses multiple measures to assess student and school progress toward meeting the goals described in the previous sections. Assessments are aligned to the school's mission, exit outcomes and the curriculum. Results of these assessments are used to facilitate continuous improvement of the programs offered. Student achievement data obtained from standardized assessments is disaggregated to clearly identify the academic performance of students by statistically significant sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities) to determine achievement of goals. BayTech will conduct the pupil assessments required pursuant to Section 60605 and any other statewide standards authorized in statute or assessments applicable to students in non-charter public schools.

In recent years, BayTech has implemented several new assessment tools to help drive improvements in student learning and performance on state standardized tests. In addition to ongoing textbook, online and teacher-created classroom assessments, BayTech incorporates the following:

- NWEA's adaptive MAP tests for English and Math are administered twice a year in grades 6-11, which enables comparison of beginning to end-of-year progress as well as year over

year growth. Results determine individual student levels, pinpoint where support is needed, and inform lesson plans. Teachers meet with students to share what is expected for the next MAP test and what they must do to achieve it. Growth targets are discussed and data is broken down to help students understand what is needed to become college ready. Results also are used by our Administrative team to monitor teacher efficacy over time and identify areas for coaching and targeted PD.

- Interim comprehensive SBAC tests are performed once each semester for grades 6-8 and 11, providing information on student progress on the various sections of the SBAC. This data helps teachers better establish targets for student support and track their progress in preparation for the spring test. In addition, Interim SBAC Block tests are administered at least four times throughout the year (before progress reports) for grades 6-8 and 11. This provides disaggregated student data and helps guide differentiated instruction, and determine where resources should be allocated to help close the achievement gap.
- Edmentum Accucess is a diagnostic assessment test used at BayTech that enables quick identification of a student's strengths and learning needs in reading, writing, and math; the assessment are particularly useful with ELs and other students with special needs. The program also prescribes specific content to fill identified learning gaps. This program is helping teachers personalize instruction and enable students to receive more targeted tutoring and academic programming.
- BayTech teachers also rely on various assessments throughout the learning process to check for understanding, including visual presentations, peer/self-assessments, constructive quizzes, discussion, essay writing, computer surveys, learning logs, and matching activities. The formative assessment process guides teachers in making decisions about future instruction. Teachers also use and evaluate students through tests and standards-aligned formative assignments – both teacher and publisher-created -- with aligned rubrics. Individual and team projects are evaluated using rubrics, and students are required to demonstrate research and critical thinking skills in addition to mastery of core academic subject matter detailed in the CCSS.

Teachers share and discuss these data in PD time, including common trend data from the last several reporting periods, to help guide instruction. For students achieving substantially below grade level, we use educational materials that provide review and re-teach programs, which also allow teachers to monitor the progress of students who are achieving below grade level. They further provide software generated tests and personalized instructional materials based on California CCSS which have not been achieved.

These internal assessments are analyzed individually by teachers and in collaborative groups during planning in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction.

The following chart illustrates the types of assessments administered by subject, grade level, and frequency.

Assessment, Purpose, Grade Levels and Administration Timeline

Assessment	Purpose	Grade	Administration Timeline
Internally-Created Tests and Rubrics for Performance-Based Tasks and Projects	Measure standards mastery in each subject	6-12	Daily and /or weekly
Publisher-Designed Assessments	Assess standards mastery	6-12	End of each unit
Writing Rubrics	Assess mastery of grade-level writing standards	6-12	Daily and/or weekly
CAASPP/SBAC and California Alternative Assessment (CAA)	State Criterion-Based Assessment in ELA and Math	6-8, 11	Once a year
Interim SBAC	State Criterion-Based Assessment in ELA and Math	6-8, 11	Twice a year
CAST (New NGSS-aligned Science Test)	State Assessment in Science	6-8, high school grade(s) as determined	Once a year
NWEA MAPs	National Normed-Referenced Assessment in ELA and Math	6-11	Beginning and end-of-year
ELPAC	Measure language acquisition	6-12	Upon enrollment; Every Year

4. DATA ANALYSIS AND REPORTING

The results of MAP and SBAC interim block tests, along with school-specific assessment data, are used to evaluate progress. Led by the Dean of Academics, Department Chairs, and Lead Teacher/Curriculum Coach, BayTech can effectively collect, analyze and review the data results from school-wide assessments and recommend modifications, if needed, to the school's curriculum and other programs at the end of every semester.

Coolsis: BayTech's School Information System

BayTech utilizes CoolSIS for its internal school information system (SIS). Aside from providing a very effective online communication tool for teachers, students and parents (for course material,

homework assignments, projects, course grade statistics and records of student grades), the system enables administrators to create and print reports within seconds. The system contains more than 70 pre-designed reports (including CA State ADA and CSIS reports), and allows administrators to create reports customized to their needs.

CoolSIS is a great asset to BayTech in the additional following ways:

- CoolSIS empowers BayTech administrators to supervise the school easily from anywhere. Administrators can take a snapshot of the school any time, in any aspect, including with past data.
- As a custom-made system, it is highly adjustable according to BayTech's needs and it continues to be developed to meet BayTech's needs.
- Longitudinal studies can be performed using CoolSIS.

The system is very cost-effective, considering the number of custom-designed reports.

5. GRADING, PROGRESS REPORTING, AND PROMOTION/RETENTION

Parents are apprised of their students' progress through quarterly report cards. The school records grades, attendance, homework, and student progress reports online, and provides regular access to parents. For parents without access to a computer, BayTech provides campus computers for parent use.

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At BayTech, course report card grades are represented in letter-grade equivalents to the percentage earned in each course.

Course report card grades are based on in-class performance tasks (assessments, projects, assignments, and classroom participation), homework, responsibility, and in some instances, additional discretionary components. Each department works with the Department Chair, in conjunction with the School's Academic Coordinator, to develop specific and consistent weights for each component, to be shared with parents and students.

BayTech follows a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses and a 5.0 (weighted) scale for AP and approved college courses.

Middle School Grade Promotion

In grades 6 through 8, for year-long courses, the numerical grades of two semesters are averaged to determine an end-of-the-year grade. The average numerical grade is then converted to a letter-grade and grade-point equivalent for GPA calculations. To earn credit, the end-of-the-year grade for the class must be at least a "C" (=2.0) or the second semester grade should be at least a "B-" (2.7).

To be promoted to the next grade, a middle school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science. Students who fail three or more core courses at the end of the year will not be promoted to the next grade. Eighth graders who are not being promoted will not be able to participate in eighth grade

promotion activities. Students who fail one or two core courses can attend summer school at a public school or participate in the BayTech Summer School program to make up failed courses during summer. Students may also receive a work package for their Science or History courses following the end of the school year and will be expected to complete it in three weeks; students will receive a promotion test after completing the summer package. During the summer, if a student earns a passing grade for the failed core courses and has a recalculated GPA of at least 2.0, he or she will be promoted to the next grade.

A Middle School Promotion Ceremony is held at the end of each school year. Students must be in good standing academically and behaviorally to be eligible to participate in the ceremony. The parents of ineligible students will be notified two weeks prior to the event.

High School Grade Promotion

In high school, course grades are semester-based and credit is granted at the end of each semester. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course.

To be promoted to the next grade, a high school student must have at least a 2.0 grade point average (GPA) and the minimum required credits described below before the start of the next school year. (Core courses are Math, Science, English Language Arts, and History/Social Science.)

- To be enrolled in grade 10, a student must have a minimum of 50 credits, including at least 20 credits in core courses.
- To be enrolled in grade 11, a student must have a minimum of 100 credits, including at least 50 credits in core courses.
- To be enrolled in grade 12, a student must have a minimum of 150 credits, including at least 90 credits in core courses.

Despite various interventions and extra supports (detailed extensively above), if students are still far below grade level or failing to make passing grades in three or more classes, another possible intervention will be retention. Parents will be informed through SST meetings and in written reports of student progress about possibility of retention by Dean of Academics (March). Although parents will be informed throughout the process, the final decision for retention rests with the BayTech administration and will be made on a case-by-case basis.

ELEMENT 4: GOVERNANCE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” – Ed. Code § 47605(c)(5)(D)

Operation by or as a Nonprofit Public Benefit Corporation

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School. Charter School shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the OUSD Office of Charter Schools (“OCS”) within 30 days of adoption.

Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 et seq.).

Indemnification of District

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter; the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

Governing Board Operation

Charter School shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 et seq.); the California Public Records Act (Government Code section 6250 et seq.); Government Code section 1090 et seq.; and the Political Reform Act (Government Code section 81000 et seq.) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

Charter School acknowledges the District's statutory right to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

Required Notification to the District

Charter School shall notify OCS in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

Charter School Records

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request under Education Code section

47604.3.

Charter School in accordance with Education Code section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial records, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of Charter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Charter School by law or charter provisions.

Charter School Ombudsperson

Charter School shall ensure that, at all times throughout the term of the Charter, a neutral party, “Ombudsperson”, is identified to serve as an independent resource, assisting families and community members in investigating and addressing complaints, conflicts, and other school-related issues. This individual’s name and contact information should be clearly articulated in the Charter School’s student and family handbook or distributed widely.

GOVERNANCE STRUCTURE

BayTech is a direct funded, independent charter school operated as a California Nonprofit Public Benefit Corporation, pursuant to California law.

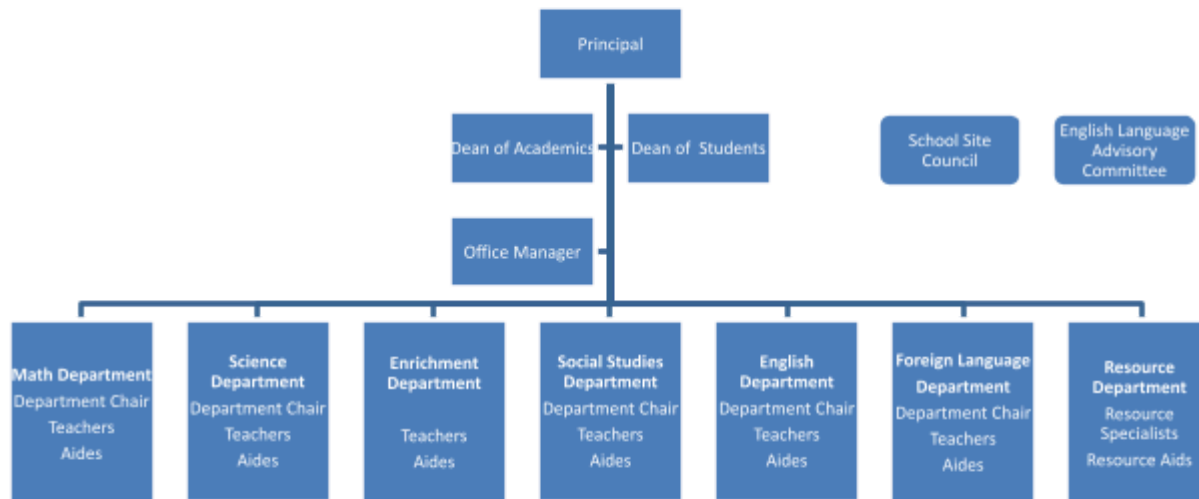
BayTech operates autonomously from the Oakland Unified School District (OUSD) with the exception of the supervisory oversight as required by statute. Pursuant to California Education Code Section 47604(d), the District shall not be liable for the debts and obligations of BayTech, operated as a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the charter school as long as the District has complied with all oversight responsibilities required by law. BayTech and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

Attached, as Appendix C, please find the Articles of Incorporation and Corporate Bylaws of Bay Area Technology School.

1. GOVERNANCE STRUCTURE

Organizational Chart

Please see the following figure for organizational chart of BayTech.



Major Roles and Responsibilities

Board of Directors

The Board of Directors (“the Board”) is ultimately responsible for BayTech’s operation and governance. The principal, appointed by the Board, is responsible for execution of daily management duties on behalf of the Board. The Board shall consist of a minimum of three (3) and a maximum of eleven (11) members, as fixed by resolution of the Board. The District reserves the right to appoint a single representative to the Board pursuant to California Education Code Section 47604(c). One director on the Board will be a parent representative from the school. Please see Appendix C for biographies of the directors of the Board of Directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

The Board is fully responsible for the operational and fiscal affairs of BayTech including but not limited to the following:

- Hire, supervise, evaluate, discipline, and dismissal of the Principal of BayTech
- Approve major contractual agreements (over \$5,000)

- Approve and monitor the implementation of general policies of BayTech, including effective human resource policies for career growth and compensation of the staff
- Approve and monitor BayTech's annual budget and budget revisions
- Act as a fiscal agent. This includes the receipt of funds for the operation of BayTech in accordance with charter school laws and the receipt of grants and donations consistent with the mission of BayTech.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Establish operational committees as needed
- Regularly oversee the progress of both student and staff performance
- Involve parents and the community in school related programs
- Execute all applicable responsibilities provided for in the California Corporations Code
- Strategic Planning
- Approve the school calendar and schedule of Board meetings
- Participate in the dispute resolution procedure and complaint procedures when necessary
- Approve charter amendments as necessary and submit material revisions as necessary for District consideration
- Approve annual fiscal audit and performance report
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry out any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which the school is established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of BayTech any of those duties with the exception of budget approval or revision, approval of the fiscal and performance audits, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the entity designated
- Describe in specific terms the authority of the Board of Directors being delegated, any

conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation, and require an affirmative vote of a majority of Board members.

Principal

The Principal is responsible of the school operation and is accountable to the Board. Please see Element 5 for a detailed description of the Principal's responsibilities and duties.

2. COMPOSITION OF THE SCHOOL'S GOVERNING BOARD.

Directors will be voted on the Board based on their experience, qualifications and commitment to the mission and vision of BayTech. The Board shall strive to include directors who have expertise in education, law, finance, non-profit management, and more.

Current Board Members

Sewellyn Kaplan - President (March 1st, 2021 - present)

Sewellyn Kaplan is a former Special Education teacher and administrator in West Contra Costa. She is currently working as a literacy consultant across the U.S. as well as a supervisor of Special Education interns at Cal State East Bay. She is also a clinical professor of education at St. Mary's College of California. She is passionate about all educational opportunities for all.

Shannon Ortland - Secretary (October 2022 - present)

Shannon Ortland is the OUSD Board Appointed Director on the Bay Area Technology School Board of Directors. Ortland has more than 25+ in education. She is a leading expert in data driven instruction and served the Mount Diablo Unified School District of more than 35,000 students as their data and assessment coordinator. In July 2021 she accepted a new position at the Contra Costa County Office of Education as the Coordinator of Assessment, Research and Evaluation. In her role she serves more than 285 schools and 18 districts by providing technical support in the areas of assessments and educational services. She lives in Concord with her wonderful dog and is committed to making decisions based on student needs and outcomes.

Christina Filios Yiannakopoulos - (6/6/2022 - present)

Christina Filios Yiannakopoulos is the assistant director of secondary education at the Mount Diablo Unified School District. She has worked in education for more than 20+ years and has been an ELD and English Teacher, Vice Principal, Principal and district level administrator. She is passionate about ELD education and ensuring that students have access and choice in determining their future. She lives with her husband and two children in the Bay Area and can be found often in Oakland where she attends church. She holds an MA in Curriculum and Instruction and an MA in Educational Leadership.

Kevin Pardo CPA - Treasurer (6/6/2022 - present)

As a first generation college graduate, Pardo is interested in ensuring that others have the same opportunities that were presented to him when he was a student. Mr. Pardo lives in Hayward and is a tax executive with Roku in Palo Alto. Kevin has a BA in accounting and holds a CPA designation.

Lily Bramble - (4/10/2023-present)

Ms. Bramble has spent her entire life in the East Bay. She is a professional scientist working hands-on in the laboratory. She holds a BA in Health and Human Science with a Minor in

Biochemistry. She is employed by Nano Precision Medical/ Vivani Inc. in Emeryville CA as a Research Operations Associate II. At work she plans, coordinates and executes preclinical animal studies.

Gemeny Givens III - (12/4/2023-present)

As an AI researcher and a strategy consultant, Mr. Givens III has an in-depth understanding of computational processes, algorithms and technology use cases; coupled with the ability to convey highly technical information to a variety of business stakeholders. Having worked deeply with AI research and corporate communications, he is able to bridge the gap between business needs and computational feasibility. His experience as an entrepreneur, manager, and student athlete has helped make him a team player who thrives in dynamic and fast paced environments.

Dr. Moon Li - (4/22/2024-present)

Dr. Qi Wen "Moon" Li is a Caltech Ph.D. educated scientist. As a first-generation immigrant, she moved to Brooklyn, NY at the age of seventeen. She was the first person in her family to finish high school. In college, she undertook summer research at Yale University through a Mark and Pearle Clements Internship Award. Additionally, she pursued research abroad at the Graz University of Technology in Austria as part of the National Science Foundation's (NSF) International Research Experience for Undergraduates (iREU) program. These experiences helped her secure an NSF graduate research fellowship for her doctoral studies. Post-doctorate, she worked at IBM and Intel. Dr. Li is committed to promoting easy access to nutrition and education, resources she did not have until she immigrated to this country. She lives in Oakland with her husband and two children.

3. CRITERIA AND PROCESS FOR SELECTING GOVERNING BOARD MEMBERS.

Each director serves a two (2) year term; terms are staggered so that they don't all expire in one year. At each annual meeting, each seat on the incoming Board shall be filled by a separate vote of the current directors; a majority vote of a quorum of directors shall be sufficient to fill each seat. Any member of the school community may recommend a candidate to the Board for consideration.

GOVERNANCE PROCEDURES AND OPERATIONS

1. MEETING REQUIREMENTS AND PROCEDURES

BayTech is governed in accordance with all applicable laws and regulations relating to public agencies and charter schools and its corporate bylaws. The Board complies with the Brown Act and Education Code Section 47604.1.

The Board meets at least bimonthly; additional meetings may be called as necessary. All meetings of the Board are held at the school site. At its Annual Meeting each year (held in August), the Board approves the schedule of Board meetings for the upcoming year. The schedule for regular Board meetings is included in the school's monthly calendar distributed to all parents at the school. Board meeting agendas with date, time, and location are posted at the school campus near the office and on the school's website at least 72 hours in advance of scheduled meetings, in compliance with the Brown Act. Agendas for special meetings will be posted at least 24 hours before the meeting.

Notices for special meetings will be posted in the main office and at the primary entrance to the school at least 24 hours prior to the meeting. A book of minutes of all meetings, proceedings, and actions is kept at the school or such other place as the Board may direct according to its Bylaws.

2. BYLAWS AND DECISION-MAKING PROCEDURES

In accordance with the Bylaws of the corporation, a majority of the authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Every act taken or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Directors may participate in a meeting through use of conference telephone, or other electronic transmission in compliance with the Bylaws so long as minimally:

- 1) Each director participating in the meeting can communicate with all of the other directors concurrently and;
- 2) Each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection specific to, a specific action to be taken by the corporation.
- 3) For any meeting with board member telephonic participation, the agenda identifies the teleconferenced location and that location is open to the public. The agenda is also posted at the teleconferenced location. All votes taken at a meeting with telephone participation shall be roll call vote. At least a quorum of the board must be present within the jurisdiction of the corporation.

STAKEHOLDER INVOLVEMENT & DISPUTE RESOLUTION

School Site Council (SSC)

The School Site Council (SSC) is mainly an advisory body that works with the principal to develop, review, and evaluate school improvement programs. The SSC at BayTech consists of:

- The school principal
- 1 Teacher representative elected by the faculty
- 1 Parent representative elected by the Parent Club
- 1 Student representative elected by the Student Council

SSC recommends suggested courses of action for the board to adopt regarding site-specific issues. The SSC is also instrumental in providing feedback for the annual LCAP goal setting and review

process. The school principal communicates the SSC's recommendations to the Board.

English Learner Advisory Committee (ELAC)

State law mandates each school site with 21 or more students of Limited English Proficiency (LEP) in attendance, regardless of language, to form a functioning English Learner Advisory Committee (ELAC). The ELAC will be formed at BayTech when the school has 21 or more students of LEP. The English Learner Advisory Committee (ELAC) is mainly a committee of parents or other community members who want to advocate for English Learners. The committee provides parents of English Learners opportunities to learn more about the programs offered to their students and advises the principal and the School Site Council on programs and services for English Learners.

Parent Involvement

As noted above, while parent satisfaction with BayTech is high, increasing parents' active participation in their student's education is a primary goal, given the significant impact this engagement can have on student outcomes. BayTech promotes active parent involvement with school activities, governance/decision-making processes, and student achievement. The school actively seeks to engage with parents in meaningful ways and keeps them informed of their children's learning progress throughout the year.

- Parent/Student Orientations (English & Spanish) are held at the beginning of each school year and offer separate sections for new and returning students. Students and parents attend sessions on accessing the COOLSIS online grade book application; academics and Edmentum programs; new after-school tutoring options, Revolution K-12 test prep, and school expectations, discipline, and operations.
- Parent/Teacher conferences are held twice per year, with Spanish translation available. Parents can utilize the COOLSIS grade book application to continually monitor their child's progress; they can meet with teachers throughout the year to discuss student progress and any concerns. Teachers set up additional conferences after each semester-end Progress Report to meet with parents of students who fail to make progress on their goals.
- Parents, students and the College Counselor and Dean of Academics collaborate to establish a 4-Year Plan for students, which details the credits/courses a student will need to complete for graduation and post-graduation goals. Students set up profiles on Naviance and learn to track their own credits and progress towards goals, create work portfolios, and more. Students' 4-Year Plans are reviewed periodically with the College Counselor and parents are notified of student progress toward graduation.
- Twice each year, the Dean of Academics and College Counselor host College Night to help educate parents about students' post-secondary options, the college application and admissions process, financial aid and more.
- The Home Visit Program encourages teachers and staff (in pairs) to conduct visits to students' homes in order to establish stronger bonds with the students and their families, learn more about the student's home experience, communicate with parents about school expectations for the student's success, answer questions and more. These visits have led to a noticeable increase in parent engagement in their student's success and participation in school life, as well as stronger relationships between students and their teachers.

- The BayTech Parent Club meets monthly and organizes school and community wide events including the Harvest Festival, Cultural Food Fair, STEM Expo, and more. The Parent Club is led by a parent board (with officers) and the Principal appoints teacher and student liaisons to facilitate communication between the stakeholders. In the last year, the Club has resulted in a significant increase in parent participation, student excitement, community interest; annual traditions such as the Harvest Festival and Cultural Food Fair have become part of the BayTech culture.
- Parent advisory groups formed in recent years for activities such as LCAP goal setting and reflection, the WASC re-accreditation process, ELAC and more have provided additional avenues for parents to provide feedback to school leaders on school policies and procedures. Annual surveys gauge parent satisfaction with school programs.
- COOLSIS tracks student behavior/academics/attendance, with immediate updates for parents. Parents are contacted via School Reach, a telephone communication system; messages are sent in English and Spanish. Social media is also utilized to connect with a broader audience.
- Thanks to new communication strategies including phone calls from teachers, Back to School Night is now one of BayTech's most well attended events. Teachers provide information to parents on the curriculum covered for the school year; classroom rules and policies; and brief updates on student progress.
- Parents are contacted via School Messenger, our telephone and communication system. Messages are delivered in English and Spanish.
- BayTech will continue to create and distribute newsletters for each semester in English and Spanish to inform parents of accomplishments, school life, and upcoming events.
- The school website will continue to update and inform parents of upcoming school-sponsored events and activities.

3. COMPLAINT AND DISPUTE RESOLUTION PROCESS

BayTech has established complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. BayTech will not, at any time, refer complaints to the District.

The complaint procedures include clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures are clearly articulated in the school's student and family handbook and distributed widely.

BayTech will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with BayTech alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. BayTech will notify all its students and employees of the

name, office address, and telephone number of the designated employee or employees.

BayTech will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

BayTech will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” - Ed. Code §47605(c)(5)(E).

Equal Employment Opportunity and Nondiscrimination

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

Teacher Credentialing Requirements

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

Employment Of Felons

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

1. JOB DESCRIPTIONS AND MINIMUM DESIRED QUALIFICATIONS**Principal, Assistant Principals**

The principal manages the overall program and service delivery to students through teaching and auxiliary staff. Assistant Principals/deans will assist the principal in instructional program

administration and student activities and services.

Skills and Qualifications:

- B.S. degree in Education, Engineering, or Natural Sciences
- Experience in teaching science and/or technology and administrative duties
- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Exceptional organizational, communication, public relations, and interpersonal skills.

Principal's Responsibilities and Duties:

- Monitor instructional and administrative processes to ensure that program activities are related to program outcomes and use findings to take corrective actions.
- Report to and consult with the Board.
- Hire, supervise, and evaluate the faculty and school site staff.
- Comply with state and federal laws and regulations affecting the school.
- Compile, maintain, and file all physical and computerized reports, records, and other documents required by law and BayTech policy, including accurate and timely reports of maximum attendance to requisition textbook.
- Manage use of school facilities. Supervise maintenance of facilities to ensure a clean, orderly and safe campus.
- Direct and manage extracurricular and intramural programs.
- Work with faculty and students to implement a student discipline management system that encourages positive student behavior and enhances the school climate.
- Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with the student handbook.

- Conduct conferences about student and school issues with parents, students, and teachers.
- Demonstrate awareness of school and community needs and initiate activities to meet those needs.
- Use appropriate and effective techniques to encourage community and parent involvement.
- Communicate with the chartering agency and attend necessary meetings.
- Report to the chartering agency when required.

Dean of Academics

Academic Program

- Assist with curriculum developments and improvement
- Supervise textbook review and textbook ordering
- Oversee the development of curriculum, lesson plans and instruction in the classroom
- Update course descriptions and offerings to UC, school manual and school website
- Coordinate teacher and student involvement of after school program including payment issues
- Evaluate course credits for all incoming high school students
- Responsible for developing and changes of daily class schedule
- Coordinate all academic activities with the department chairs
- Oversee all fieldtrip planning
- Coordinate failing letters and summer school/preparation
- Bring academic and event calendar to administrative meetings weekly

Student Performance

- Help students prepare a four-year plan

- Conference with students/parents on academic issues
- Manage the tutorial program and afterschool/Saturday school activities
- Assess grade reports and mid-quarter reports before they go home to families
- Manage standardized testing schedules and inventory
- Oversee effective use of CoolSIS
- Report weekly at administration meeting any teachers who are not using CoolSIS properly
- Review student progress at the end of each quarter and notifies parents of students on academic probation
- Maintain list of high honor/honor students

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation
- Provide Fiscal/Facilities Management
- Oversee school operations in principal's absence
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules
- Oversee student attendance records and assist the office manager on truancy issues
- Aid in safety drill practices and inspections.

Staff Development

- Hold teacher orientation and in-service training throughout the year
- Regularly prepare items for staff development for weekly faculty meetings and attend weekly administrative meetings

- Conference with teachers on academic issues in the classroom
- Conduct formal and informal teacher observations

Dean of Students

Student Management

- Provide for supervision of students during non-instructional hours
- Help students develop positive behavior through a student discipline management system
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline
- Hold parent/teacher/student conferences in regard to student and school issues
- Demonstrate use of productive and efficient skills to raise community and parent involvement

Supervision

- Supervise teachers with their before/after school and lunch duties
- Supervise at transition periods, lunch, before and after school

Discipline

- Oversee discipline issues for teachers in CoolSIS
- Coordinate and chair the school discipline committee

Support Services

- Supervise safety and welfare of students
- Manage support services including transportation, custodial and cafeteria

Teachers

The Principal establishes a hiring committee to interview teacher candidates. The hiring committee may consist of the principal, an administrator, and a teacher of the relevant subject from BayTech. If applicable, the interview process includes, but is not limited to the delivery of a lesson through which prospective teachers' classroom management skills and subject competency are observed. In addition, teachers' technology and computer skills are tested.

Skills and Qualifications:

- BA or BS (as appropriate) degree in subject matter with emphasis in engineering or natural science
- California Commission on Teacher Credentialing credential, certificate, permit or other document required for their certificated assignment.
- Well qualified in core courses as defined in section 6.2
- Understanding of subjects assigned
- Knowledge of curriculum and instruction
- Capability of effectively instructing students and managing their behavior
- Exceptional organizational, communication and interpersonal skills

Teacher's Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the charter's curriculum. Ensure written plans are available for review. The dean of academics will review all lesson plans
- Ensure lesson plans provide for differentiated instruction to address student learning styles
- Teach instructional subjects according to guidelines established by California Department of Education, charter policies and administrative regulations
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs
- Design instructional activities by using data from student learning style assessments
- Collaborate with special education teachers on student Individual Education Plans to ensure all modifications are met
- Collaborate with staff to determine charter requirements for the instructional goals, objective and methods.
- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process

Growth and Development

- Help students assess and enhance their study methods and habits
- Produce formal and informal testing to evaluate student success
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter principal
- Serve as an example for students, support mission of the charter

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior in agreement with the student handbook
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection

Communication

- Establish communication rapport with parents, students, principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills

Other

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary

Special Education Teachers

The primary role and responsibility of a Special Education Teacher is to provide services to special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. The Special Education teacher will develop student ability level instructional materials through modified curriculum and prepared lesson plans. The Special Education teacher will conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Skills and Qualifications:

- B.A. or B.S. degree
- Knowledge of special needs of students in assigned area
- Knowledge of Individual Education Plan (IEP) goal setting process and implementation
- Knowledge of curriculum and instruction
- California Commission on Teacher Credentialing certificate, permit or other document required for their certificated assignment

Special Education Teacher's Responsibilities and Duties:**Instructional Strategies**

- Work in conjunction with students, parents and other members of staff to develop IEPs
- Design, write and use instructional, therapeutic or skill development programs for assigned students and ensure written plan is available for review
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate
- Design instructional activities by using data from student learning style assessments
- Ensure IEP guidelines are met when presenting subject matter
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned

- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process

Growth and Development

- Produce formal and informal testing to evaluate student success
- Oversee or ensure personal care, medical care and feeding of students as stated in IEP
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter principal
- Serve as an example for students, support mission of the charter

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEPs.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEPs
- Collaborate with charter and outside resource people regarding education, social, medical and personal needs of students
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection

Communication

- Ensure good communication rapport with parents, students, principals and teachers through conferences
- Create and maintain a professional relationship with colleagues, students, parents and community members
- Present information accurately through clear communication skills

Other

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary

Special Education Aide

The primary role and purpose of a Special Education Aide is to provide assistance to the Special Education teacher for the physical and instructional needs of the charter students with disabilities in the special education program. The Special Education Aide will help implement educational programs, including self-help, behavior management and instructional programs for students. The Special Education Aide will work under direct supervision of a certified teacher and indirect supervision of the principal.

Skills and Qualifications:

- Capable of working with children with disabilities
- Capable of following verbal and written instructions
- Capable of communicating effectively
- Able to use general office equipment

Special Education Aide's Responsibilities and Duties:

Instructional Support

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher
- Assist in keeping class neat and orderly
- Assist teacher in handling administrative records and reports
- Help substitute teachers with classroom layout, or other pertinent classroom management
- Assist with inventory, care and maintenance of equipment

Student Management

- Help physically disabled students according to their needs, including but not limited to transferring to and from wheelchairs, lifting, or positioning
- Help students with physical needs and personal care, including but not limited to feeding, bathroom needs, and personal hygiene
- Assist in student behavior management; this includes handling crisis situations and restraining disruptive or dangerous students as needed
- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs
- Coordinate educational activities assigned by the teacher; help individual students or small groups
- Assist in overseeing students throughout school day, inside and outside classroom; this includes lunchroom, bus and playground duty
- Advise teacher on special needs or problems of individual students

Other

- Ensure confidentiality
- Enhance job skills by participating in staff development programs
- Be active in faculty meetings and special events as assigned

Substitute Teachers and Tutors

A pool of daily substitute teachers and tutors will be established for tutoring activities during weekdays and weekends under the flexible education program. All tutoring activities at BayTech will be free of charge for all students.

Other Certificated, Classified and Other Personnel

The Principal will select other classified and other personnel based on an application and interview. Selection will depend on the ability to perform the job duties for that position.

- Other certificated personnel will perform duties as suitable for their job positions
- Office personnel will perform daily school business such as answering phone calls, typing letters, filing reports, and other necessary administrative duties.

- Maintenance duties will include janitorial services, light maintenance, and limited gardening duties. Food service duties may include food preparation, distribution, and maintaining a clean kitchen area

All employees' job descriptions and work schedules will be reviewed and modified as needed to meet the needs of the school and its students.

ELEMENT 6: HEALTH AND SAFETY

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” - Ed. Code §47605(a)(5)(F).

Site Safety Plan

Charter School shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any schoolwide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.

Pupil Safety**Immunizations, Health Examinations, and Health Screenings**

Charter School shall comply with all federal and state legal requirements related to student

immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

Employee Training

Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

Employee Screening Requirements

Criminal Background Clearances And Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly

supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

Tuberculosis Screening

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

The health and safety of BayTech staff and pupils is a high priority for the school.

1. HOW BAYTECH WILL SUPPORT AND PROMOTE HEALTH AND WELLNESS

Pursuant to the Healthy, Hunger-Free Kids Act of 2010, BayTech offers the National School Lunch Program, and provides a nutritious breakfast, hot lunch and snack program via OUSD Nutrition Services. Through P.E., students receive health and wellness curriculum including nutrition education, fitness, substance abuse, sexual health, healthy relationships and more.

2. SAFETY AND SECURITY PLAN

BayTech has adopted and implemented a comprehensive health and safety plan to create a safe and secure learning environment, which is kept on file for review, and conducts staff training annually on the safety procedures outlined in the plan. School administration monitors all activities consistently to provide safety and security for the students. A “team-on-duty” supervises students at all times. The health and safety policies include, but are not be limited to, the following topics:

Facilities

In the event BayTech occupies a facility other than one provided by the District, BayTech shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the California Building Standards Code. If BayTech fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. If BayTech moves or expands to another facility during the term of this charter, BayTech shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with the Education Code Section 47610, to the District for each facility at least 30 days before the school is scheduled to begin operations in the facility or facilities. BayTech shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation,

application, and enforcement of this provision are not subject to the Dispute Resolution Process.

The school site will be housed in facilities that have received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard, and that the school will maintain appropriate facility compliance documents on file. The School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills at least twice a year.

BayTech shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Dependent on the facility lease requirements, BayTech will outsource all maintenance/custodial duties and operational functions including major and minor repairs, pest control, landscaping and gardening to vendors qualified to perform such functions.

Auxiliary Services

School administrative staff will conduct annual reviews to ensure all applicable auxiliary services are safe (food services, transportation, custodial services, hazardous materials) by developing appropriate policies and awareness training.

Immunizations and Tuberculosis Testing

All enrolling students and staff will provide records documenting immunizations to the extent required for enrollment in non-charter public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Regulations Section 6000-6075. Records of student immunizations shall be maintained. BayTech will follow education Code Section 49406 with regard to tuberculosis risk assessment or testing.

Prescription Medications

Students requiring prescription medications and other medicines during school hours will be accommodated as per Education Code Section 49423. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week's notice to alert them that additional medication is needed.

Vision, Hearing, and Scoliosis Screening

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

Diabetes

BayTech will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Blood Borne Pathogens

BayTech shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Emergency Situations

BayTech shall utilize its School Safety Plan in responding to emergency situations. The School will ensure that the staff has been trained in health, safety, and emergency procedures. Staff will receive internal memos regarding relevant health and safety issues. Schoolwide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations will be conducted at regular intervals throughout the year. The School will create and maintain a record of each drill. Additionally, important safety and health topics will be addressed in the School’s newsletter.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

Fire Drills

BayTech shall conduct fire drills at least twice a year. The Office will maintain a record of each drill conducted with the amount of time it takes for complete evacuation.

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll to

ensure that all students are accounted for and be prepared to identify missing students to the office staff and the administrators. Students will remain with their teachers at the designated evacuation area until the administrative staff gives the “all clear” signal. In a successful fire drill, orderly evacuation begins immediately and is completed within five minutes of the initial alarm. The students and staff will then return to their appropriate classrooms and the teachers will take roll once more. Missing students will be reported to the attendance office.

Earthquake and Other Disaster Drills

BayTech shall conduct bimonthly disaster drills to prepare students and staff for any seismic activity and other disasters. The practice drills include the “duck, hold, cover” procedure. A disaster drill commencing with the “duck, hold, cover” procedure will be initiated by an announcement over the intercom. Students and staff will hear, “This is an emergency drill. Duck, hold, and cover.” Teachers will then turn off the lights and have students get under a desk/table or against the wall away from the windows. Students are to remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck, hold, cover” procedure immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “all clear” or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other natural disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

BayTech has prepared general classroom safety rules to help make classrooms safer in the event of serious seismic activity. This list of rules advises teachers, for example, to have their emergency clipboards readily available near the entrance/exit to their classrooms, instructs teachers-and staff-not to store heavy objects on top of cabinets, exits and ways of travel are to be kept free of obstructions and have their earthquake buckets at a visible location in the classroom. BayTech also participates in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

Bomb Threats

Every person receiving the call must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance. Therefore, the person receiving the threat will get as much information as possible from the caller. This includes the time of the day, wording of the message, background noises, quality of the voice and information about where the bomb is, what time it will go off, etc. The person receiving the threat should delay the caller as long as possible while s/he alerts another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter notify the police via 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office staff will coordinate information requests from/to law enforcement, the telephone company, and the parents/guardians. If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas including outdoor facilities.

Evacuation Plans

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom.

Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their emergency clipboards that include class attendance rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities, will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff. Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and

students will be escorted to the designated area for release.

Drug Free/Alcohol Free/Smoke Free Environment

BayTech shall function as a drug, alcohol and tobacco free workplace.

Criminal Background Checks

Each employee and contractor of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. Employees and contractors will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start working until results are received from the Department of Justice and they are cleared to begin work. The Principal shall monitor compliance with this policy and report to the Board on a regular basis. The Board shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Comprehensive Sexual Harassment Policies and Procedures

BayTech is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. BayTech has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct).

Child Abuse Reporting

BayTech will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. BayTech staff must report to the proper authorities if they suspect the following occurring to a student:

- Sexual assault
- Neglect
- Willful cruelty or unjustifiable punishment
- Cruel or inhuman corporal punishment or injury
- Abuse in out-of-home care

The reporting person need only to “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse.

The Principal will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one

thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Principal and/or proper authorities.

All suspected cases of child abuse will be brought to the Principal and/or proper authorities. A written report of the situation will be completed and the Department of Child Support Services will be immediately notified. If necessary, the Police Department will be informed of the situation as well. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or the Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, BayTech staff will obtain the contact information of the agency person removing the child. This information will be placed in the student's record and be available to the parent /guardian.

Workplace Safety

All employees are responsible for their own safety, as well as that of others in the workplace. BayTech will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the school premises, or in a product, facility, piece of equipment, process, or business practice for which BayTech is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis BayTech will issue rules and guidelines governing workplace safety and health in its employee handbook. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance as described in BayTech's employee handbook will not be tolerated.

Insurance

BayTech will secure and maintain general liability, workers compensation, and other necessary insurance coverage as required by the District.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy by January 1, 2025 to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California

Department of Education.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

In the event the Charter School participates in the California Interscholastic Federation it shall, on or before April 1, 2025, post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

3. CUSTODIAN(S) OF RECORDS

The Principal will serve as the Custodian of Records.

ELEMENT 7: BALANCE OF RACIAL/ETHNIC, SPECIAL EDUCATION, AND ENGLISH LEARNER STUDENTS

“The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” - Ed. Code § 47605(c)(5)(G).

1. DISTRICT & SURROUNDING SCHOOL RACIAL & ETHNIC DEMOGRAPHICS CHART

Please see Appendix F. As noted, BayTech’s student population is very diverse: 100% of our students qualified for FRPL; 47% Hispanic/Latino, 37% African American, 20% English Learners with another 27% RFEP, 7% Special Education students and <1% foster youth.

2. DEMOGRAPHICS AND RECRUITMENT OF DIVERSE STUDENTS

BayTech implements a special recruitment process that successfully achieves a racial and ethnic, special education, and English Learner balance among its students that reflects the general population residing in the geographic boundaries of the District. This process involves the following:

- Discussion and distribution of application materials at places where diverse populations may be reached, including community centers, neighborhood meeting areas, and existing schools;
- Distribution of materials in English and Spanish to reach the limited English proficient populations that exist in the target area;
- Employment of bilingual individuals who specialize in public relations with underrepresented communities and neighborhoods;
- Host Open Houses and provide tours of the school;
- Monthly or biweekly public presentations;
- Advertising that includes electronic media, flyers, and direct mail.
- Distribution of flyers at playgrounds, recreation centers and/or sports clubs in our neighborhood;
- Direct mailing to the parents/guardians of 5th and 6th grade children.

BayTech maintains an accurate accounting of the ethnic and racial, special education, and English Learner balance of students enrolled in the school. Such data drives additional recruitment measures should the data indicate that the racial and ethnic, special education, and English Learner distribution is not reflective of the surrounding communities. BayTech documents the efforts made to achieve racial and ethnic, special education, and English Learner balance in accordance with the

charter petition and standards of charter legislation.

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

“Admission policies and procedures, consistent with subdivision (e) [of Education Code Section 47605].” - Ed. Code § 47605(c)(5)(H).

Documentation Of Admissions And Enrollment Processes

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

BayTech is a part of the OaklandEnrolls common application and does not involve the topics of disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation as part of the application process. This information is not required, nor asked of, prior to the pupil’s admission and enrollment at BayTech per Education Code section 47605(e)(2)(B)(iii).

Homeless and Foster Youth

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

Non-Discrimination

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status,

primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

Parent Engagement

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because their parent cannot, has not, or will not provide volunteer service to Charter School.

ADMISSION REQUIREMENTS

1. SPECIFIC ADMISSIONS REQUIREMENTS

BayTech is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). Enrollment to the school is open to any resident of the State of California. BayTech will enroll all pupils who wish to attend to the extent that space allows. CA Ed. Code § 47605(e)(2)(A).

BayTech complies with all applicable state laws pertaining to student admission and enrollment including California Education Section Code 47605(c) and 47605(e). BayTech will admit all students residing in California who wish to attend on a space-available basis as outlined in Education Code 47605(e)(2). BayTech is nonsectarian in its programs, admission policies, and all other operations, and does not charge tuition nor discriminate against any pupil on the basis of the characteristics listed in Section 220. Student diversity is expected to reflect the ethnic and racial, special education, and English Learner balance of people residing within the territorial jurisdiction of OUSD. There is no district residency requirement for the student or for the student's parent or guardian.

BayTech does not enroll pupils over 19 years of age unless they have been continuously enrolled in public school upon turning age 19 and making satisfactory progress toward high school diploma requirements and are not more than 22 years of age.

A written admissions application is required for each student. A student's IEP will never be required prior to participation in any enrollment lottery or as a condition for enrollment. An open application period will be publicly announced each year.

The school will include specific information in its outreach materials, on the school website, at community meetings and open forums notifying parents of the school's open application period and lottery dates as well as the District's contact information to access additional information regarding enrollment. As part of the Fall Information Update, BayTech will notify the District in writing of the application deadline and proposed lottery date. BayTech will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Parents/guardians will be encouraged to either attend BayTech workshops or meet with a designated BayTech staff or faculty member before admission to learn about the school mission, teaching philosophy, and how parents can contribute to the school. In these meetings and workshops, our staff will explain the expectations from the parents at home to enable their students to comply with the school schedule and homework requirements, as well as how parents can participate in the activities of subcommittees that help operate the school.

LOTTERY PREFERENCES AND PROCEDURES

1. ADMISSION PREFERENCES



Enrollment preferences in the case of a lottery will be given in the following order:

1. Siblings of existing students
2. Children of employees or board members of BayTech
3. Students residing in District boundaries

No other preferences shall be given.

2. PUBLIC RANDOM DRAWING

If the number of pupils who wish to attend the charter school exceeds the school's capacity, enrollment, except for existing pupils of the charter school, shall be determined by a public random drawing. The public random drawing ("lottery") will take place within three weeks of the closing of the open application period. The school will choose a date and time (preferably on the weekend or on a weekday evening) so that most interested parties will be able to attend.

The school will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through various media outlets prior to the lottery date. The lottery will be held at the school site if the school facility can accommodate all interested parties. Otherwise, the school will secure a meeting room that is large enough to accommodate all parties and to allow them observe the lottery.

In the lottery, all names are drawn and listed in order, separately, for each grade level. Once the school capacity is met, the remaining students' names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied. All waiting lists expire annually at the end of the formal academic year, or as otherwise determined by the Board of Directors. BayTech will maintain auditable records of the above activities.

BayTech will invite District representatives as official observers of the lottery to verify the lottery procedures are fairly executed. The lottery will be video-recorded and the School will keep documents in record including a written statement signed by the principal that identifies the procedures used, details of the event, lists of all applicants and applicants who secured a spot at the School through the lottery.

Notifications of Admission Status

Notifications of admission status will be mailed to all applicants within two weeks of the lottery date. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order.

If the enrollment packets are not returned within 10 business days from the date of postage, then admission for that student is forfeited. In addition, the School shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Students on the waiting list will be notified by phone immediately if space becomes available and, if it is still at least two weeks prior to the start of the new school year, they will have two weeks to return the enrollment forms; if it is less than two weeks to the start of the new school year or school has already begun, families will have 72 hours to return the enrollment forms and secure their child's place. If the enrollment forms are not returned within the allotted time, then admission for that student is forfeited, and the next student on the waiting list will be contacted. As students' parents/guardians are called from the wait list, the front office personnel will make a notation of the date and time of the call, if a contact was reached or a message left, and whether the student accepted or declined to be enrolled.

ELEMENT 9: INDEPENDENT FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” - Ed. Code Section 47605(c)(5)(I).

ANNUAL AUDIT PROCEDURE

Each fiscal year, the Board contracts and oversees the preparation and completion of an annual audit of the school’s financial affairs. The Board will be responsible for contracting with an audit firm from the State Controller’s list of approved charter school auditors by March 1 of each year, unless the existing contract is a multi-year contract. The Board President is responsible for ensuring that any auditor selected by the Board is from the State Controller’s list of approved charter school auditors.

The Principal will be responsible for providing requested information to the Auditor, in collaboration with BayTech’s back office services provider.

At the conclusion of the audit, the Principal and Board will be responsible for reviewing the results of the annual audit, identifying any audit exceptions or deficiencies, and determining how to resolve them. The Board will review and approve the audit no later than December 15.

The Board will submit a report to the District describing how the exceptions or deficiencies (if any) have been or will be resolved to the satisfaction of the District along with an anticipated timeline. The Principal will provide a final copy of the audit to OUSD, OCOE and the CDE as required, by the December 15 annual deadline.

Results of annual independent audits, as well as regular financials reviewed by the Board, will be made available to the District and the public via publicly-noticed and open Board meetings and reports.

ELEMENT 10: PROCEDURES BY WHICH PUPILS CAN BE SUSPENDED OR EXPELLED

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” – Ed. Code § 47605(c)(5)(J)*

Student Due Process Protections

Charter School’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

- (i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:
 - (I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
 - (II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

The BayTech Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at BayTech. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This Policy shall serve as BayTech's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Parent/Student Handbook which is sent to each student at the beginning of the school

year. The BayTech administration shall ensure that students and their parents/guardians¹⁴ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available on request at the Principal's Office.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom BayTech has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. BayTech will follow all applicable federal and state laws, including, but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom BayTech has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated

¹⁴ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

below.

Positive student behavior and improvements will be acknowledged and encouraged. Teachers will not only report discipline issues on the school information system, CoolSIS, but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Grounds for Suspension and Expulsion Of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including, but not limited to:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

1. Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- s) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of

- a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

2. *Non-Discretionary Suspension Offenses*

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. *Discretionary Expellable Offenses*

Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body,

whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

- p) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person

- of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

4. *Non-Discretionary Expellable Offenses:*

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed a period of five (5) consecutive school days per suspension.

Upon a recommendation of placement/expulsion by the Principal or Principal's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

EXPULSION PROCEDURES**Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the Board following a hearing before it or by the Board upon the recommendation of an Administrative Panel, to be assigned by the Board as needed. The Administrative Panel should consist of at least three (3) members who are certificated and neither a teacher of the student or a Board member of the Board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be

deemed served upon the student. The notice shall include:

- a) The date and place of the expulsion hearing;
- b) A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- c) A copy of BayTech's disciplinary rules which relate to the alleged violation;
- d) Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- e) The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- f) The right to inspect and obtain copies of all documents to be used at the hearing;
- g) The opportunity to confront and question all witnesses who testify at the hearing;
- h) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

BayTech may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, Administrative Panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- a) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b) BayTech must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c) At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

- g) If one or both of the support persons is also a witness, BayTech must present evidence that the witness' presence is both desired by the witness and will be helpful to BayTech. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- h) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- i) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- j) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the student recommended for expulsion, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board, who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or designee following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- a) Notice of the specific offense committed by the student; and
- b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with BayTech.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following:

- a) The student's name; and
- b) The specific expellable offense committed by the student.

Disciplinary Records

BayTech shall maintain records of all student suspensions and expulsions at BayTech. Such records shall be made available to the District upon request.

Expulsion Appeal

An expulsion may be appealed to the Board of Directors within ten working days and must be submitted in writing to the Principal. The appeal will be considered by the Board of Directors and the family will have a meaningful opportunity to be heard in the appeal process. For a student who is not reinstated upon appeal, the family will be sent written notification by the Principal, within 24 hours of such decision, including specific reasons why reinstatement was denied.

The appeal decision of the Board of Directors will be impartial and final. BayTech will create and maintain records of the expulsion proceedings and make audio records and written findings available to students/parents and provide post expulsion support to expelled students and their families to facilitate continued access to education.

Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district

of residence. BayTech shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

BayTech shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves BayTech without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. BayTech shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(e)(3).

Rehabilitation Plans

Students who are expelled from BayTech shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to BayTech for readmission.

Readmission

The decision to readmit a student or to admit a previously expelled student from another school, school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon BayTech's capacity at the time the student seeks readmission.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

Notification of the SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum,

although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
- b) If the conduct in question was the direct result of the LEA's failure to implement the IEP/504 plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such student, provided that BayTech had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the student to the placement from which the student was removed, unless the parent and BayTech agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then BayTech may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent/guardian of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or BayTech believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or BayTech, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and BayTech agree otherwise.

Special Circumstances

BayTech personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated BayTech's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if BayTech had knowledge that the student was disabled before the behavior occurred.

BayTech shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to BayTech supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
- b) The parent/guardian has requested an evaluation of the student.
- c) The student's teacher, or other BayTech personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other BayTech supervisory personnel.

If BayTech knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible students with disabilities, including the right to stay-put.

If BayTech had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. BayTech shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by BayTech pending the results of the evaluation.

BayTech shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Outcome Data

Outcome data will be maintained including suspensions, expulsions and expulsion placements, and reinstatements.

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” - Ed. Code § 47605(c)(5)(K).

All full-time teaching employees who are eligible participate in the State Teachers’ Retirement System (STRS). Employees will accumulate service credit years in the same manner as all other members of STRS. All full-time non-teaching employees who are eligible participate in the Public Employees Retirement System (PERS). Social Security payments will be contributed for all qualifying non-STRS/PERS members. All full-time eligible employees will be covered by the Federal Social Security program.

BayTech will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and the charter school will be forwarded to the STRS and PERS funds as required. BayTech will submit all retirement data and will comply with all policies and procedures for payroll reporting.

The Principal will be responsible for ensuring that appropriate arrangements for the retirement coverage have been made. The Board of Directors retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b), 457 or 401(k) plans.

ELEMENT 12: PUPIL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend the charter school.” - Ed. Code § 47605(c)(5)(L).

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

BayTech is a school of choice and no students shall be required to attend. Pupils who choose not to attend BayTech may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the district. Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in BayTech, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RIGHTS OF RETURN

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” - Ed. Code §47605(c)(5)(M).

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Any employee of an LEA including OUSD, who leaves the employment of the LEA to work at BayTech, shall only have the rights to return to the LEA, to carry over sick/vacation leave rights from BayTech back to the LEA and to continue earning service credits (tenure) at the LEA while employed by BayTech as may be specified by the LEA pursuant to its policies, applicable collective bargaining agreements and applicable law.

ELEMENT 14: DISPUTE RESOLUTION

“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to the provisions of the charter.” - Ed. Code § 47605(c)(5)(N).

Procedures for Complaints against Charter School

Charter School will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will ensure that its complaint processes are fair and accessible for families. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school’s student and family handbook or distributed widely.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in

such a manner.

Complaints by Students and Employees

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

Disputes between the District and the Charter School

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Bay Area Technology School, c/o School Director
Bay Area Technology School
1445 23rd Avenue
Oakland, CA 92606

To Director, Office of Charter Schools:
1011 Union Street #947
Oakland, CA 94607

(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The

Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed.

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

ELEMENT 15: CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.” - Ed. Code § 47605(c)(5)(O).

Closure Action

The decision to close Charter School must be documented in a “Closure Action.” A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

Closure Procedures

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide the OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the OCS.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to

the OCS.

4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to OCS.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to OCS.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to OCS in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate,

grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be submitted to OCS in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.

3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit shall identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property,

furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.

2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
5. The submission of an inventory of equipment log in coordination with the charter school's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:
 - a. Name and contact of person(s) handling the liquidation;
 - b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);
 - c. An identification number that corresponds to a tag on that item;
 - d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
2. Make final federal tax payments (employee taxes, etc.)

3. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

ADDITIONAL PROVISIONS

FACILITIES

Prior to occupancy or use of any school site or facility, Charter School shall provide OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located. This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to OCS upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Hold Harmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys’ fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of supervisory oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisory oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The

audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

Data and Information Reporting

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
 - Preliminary budget
 - Local control and accountability plan
 - First interim financial report
 - Second interim financial report
 - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
 - Annual independent audit report (Ed. Code § 47605(m))
 - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
 - 20 day attendance report (Ed. Code § 47652(a))
 - Monthly attendance reports
 - Principal Apportionment Data (P1, P2, and P-Annual)
 - Monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies)

Additionally, Charter School shall notify OCS in writing in a timely manner of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

BAYTECH



Bay Area Technology School
8251 Fontaine St. Oakland CA, 94605
www.baytechschool.org | 1-800-741-BATS (2287)

SEPTEMBER 23, 2024

Via Email
charteroffice@ousd.org

Kelly Krag-Arnold, Director
Office of Charter Schools
Oakland Unified School District
1000 Broadway, 3rd Floor, Suite 398
Oakland, CA 94607

Re: Bay Area Technology Charter Petition Material Revision

Dear Director Arnold:

Bay Area Technology School ("BayTech" or the "Charter School"), authorized by the Oakland Unified School District (the "District"), submits this request for a material revision of its charter petition to move its facility location. The BayTech Board authorizes the charter material revision request submission to the District Board and deems the submission to be complete, as attested below.

BayTech is a vibrant charter school serving grades sixth through 12. We have a long history of serving the Oakland community and are currently celebrating our 20th year in Oakland. The school generally serves 300 to 330 students annually with more than 90% of our students coming from Oakland, CA. Last year more than 89% of the school's students were identified as socioeconomically disadvantaged, 20% were eligible for special education and related services; and 25% of our students were English language learners.

As part of our robust program all students that graduate from BayTech are UC/CSU a-g ready, more than 95% of our cohort groups graduate, and more than 75% of our students continue their schooling or enter the military after graduation. Our mission is to infuse assistive technology throughout the school curriculum to provide a personalized education for every student. The goal is for every child to be college and career ready. Last year BayTech was fortunate to have an 80% UC and 100% CSU college application acceptance rate, respectively.

This request is born out of the need for BayTech to move and relocate to a safe environment where its students are less prone to the daily violence and drug use by others at its current site. BayTech is gratified to have found its permanent home, the former Palace Theatre in the San Antonio neighborhood, 1445 23rd Ave. This site is particularly advantageous for the Charter School as many of our current students reside within walking distance of this site.

Given that a majority of the students already come from District 5 and drive to BayTech, we do not envision any of the schools will be impacted by our move, in fact we believe schools such as Calstlemon Elmurst and Frick will be the beneficiaries of us leaving our current site because students who will not be transitioning to the new building will need alternative schools to attend, with those three schools being the schools in our current area.

Furthermore, locating Bay Tech in the neighborhood where many of Bay Tech current students live, builds community and ensures greater access to school functions and resources. Serving students and the community is a cornerstone of the Bay Tech ethos and core belief.

The Palace Theater originally opened in the 1920s for vaudeville performances before becoming a movie theater in the 1930s, with a Spanish Colonial revival facade built in 1931 by the Reid Brothers architects. The theater closed in 1952, after which the Mt. Cavalry Baptist Church occupied the space from 1953 to 2013. The space became an events space and another church before changing hands to BayTech. Through this project, the Palace Theater is being reused, retaining much of the historic character while building out classrooms, events spaces, and sports facilities. The Palace Theater Project at Bay Area Technology School was voted Redevelopment of the Year by CoStar for their 2024 Community Impact Awards and the project, with the help of the Raza Development fund, recently won one of the Renew America Schools Prize and Grants designed to help K-12 public schools across America make energy upgrades, decrease energy use and costs, improve indoor air quality, and foster healthier learning environments. BayTech is using the prize money to install solar energy at the site as well as charging stations for its school transportation fleet.

As the District is unfortunately and intimately aware BayTech's current co-location with Rudsdale Continuation High School has been dangerous, and deadly. BayTech students have consistently witnessed fights and been subjected to the remnants of continued drug usage on campus; thus making continued occupancy at King Estates an overall unsafe environment. The co-location has resulted in myriads of lockdowns and other security precautions that have substantially interrupted our educational program on a daily, weekly, monthly, school-year basis. Finally, we believe this move to our own site will benefit both BayTech and the Oakland Unified School District because both organizations can move forward with their programs as designed. The Charter School seeks to occupy the new site as soon as a certificate of occupancy is issued and plans to occupy the facility in February 2025 or 20 days after the certificate is issued..

CONTENTS OF THE SUBMISSION

In compliance with the District's submission process for considering a charter petition material revision, the following items are enclosed along with this letter:

1. **Final Revised Petition** – A final copy of the revised petition, including the most recent version of the District's Statement of Assurances; the most recent version

of the District Required Language (added into the charter document); and all information required by law, including reasonably comprehensive description(s) of any new requirement of charter schools enacted into law after the charter was last renewed, enclosed as **“Bay Area Technology School Material Revision Petition.”**

2. **Red-Line Petition** – A red-line copy of the material revision, showing all changes made to the Charter School’s most recent District Board-approved petition, enclosed as **“Bay Area Technology School Material Revision Petition - Redline.”**
3. **Initial Public Hearing Presentation** – A PowerPoint presentation for the initial public hearing, enclosed as **“BayTech Palace Theater.”**
4. **Additional documentation required for a school location material revision** – required information is included below and enclosed as **“Supplemental Documents.”**
 - The following information should be included/addressed in the cover letter:
 - The address of the proposed school location:
 - **1445 23rd Avenue, Oakland, CA 94606**
 - The proposed occupancy date:
 - **February 2025**
 - Reason/rationale for changing the school location:
 - **Student safety and desire for sole occupancy.**
 - School/neighborhood community engagement regarding the new school location:
 - BayTech has initiated community outreach for the Palace Theater neighborhood. Engagement notices were sent to owners and residents within a 300’ radius and a public Zoom meeting was held on December 1, 2022. BayTech contact information was provided for follow-up and future questions as well. In addition, a BayTech representative has engaged with the City Council representative for the area and has completed a door-to-door “meet and greet” with nearby businesses. Community organizations, such as YEP (Youth Employment Partnership, that work with the local community have offices located on the same block and BayTech has met directly with them to discuss the project and provide a forum for input. A BayTech representative has also participated in the neighborhood residents and community monthly meeting group, opening lines of communication for input. Partnership with the community youth groups and support groups will continue as part of the BayTech community collaboration.
 - The financial costs of the project and the resources available to fulfill these
 - The total budget for this project is nearly 22 million dollars. **BayTech has secured all funding for this project through various non-profit lenders** such as the Raza Development Fund,

Local Initiatives Support Corporation (LISC), Pacific Charter School Development and the non-profit Community Development Financial Institution (CDFI) arm of Wells Fargo Bank. BayTech is utilizing New Market Tax Credits to fund this project.

- ¹A budget reflecting the impact of the revision for each remaining year of the charter term
 - **Enclosed as “2024-25 Bay Area Technology School Charter MYP Budget”**
- A completed copy of the pre-opening site walkthrough checklist, completed during a walkthrough with OCS staff (charter schools should schedule a walkthrough with OCS staff in advance of the submission date)
 - **Will be completed and provided to OUSD prior to occupancy.**
- A copy of the facility lease
 - **Enclosed as “BayTech Lease Agreement.”**
- All relevant and required permits, certificates, studies, insurance, and inspections
 - **Will be completed and provided to OUSD prior to occupancy.**
- The Community Impact Questionnaire (CIQ)
 - **Enclosed as “Bay Area Technology School Community Impact Questionnaire (CIQ).”**

Certifications

In compliance with Section 47605(b), I make the following certifications:

1. That I am the authorized representative, and that I am competent and qualified to certify the matter herein;
2. That, as an authorized representative, I have personal knowledge of the facts forming the basis of this certification;
3. That I make this certification for the purposes of Education Code Section 47605(b) only; and
4. That I deem the revised charter petition to be complete.

Timeline

According to Education Code Section 47605(b), no later than 90 days after receiving a complete petition package, the Oakland Unified School District shall grant or deny the charter petition material revision. We anticipate that the District will adhere to this timeline during its consideration of the charter petition.

* * *

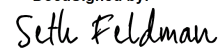
¹ Additional information and details regarding the New Market Tax Credits Program can be found at www.cdfifund.gov/nmtc

The Charter School is excited to move to its forever home. We look forward to working with the District during consideration of the charter material revision. Please contact me at sfeldman@baytechschool.org or 510-508-3580 if you have any questions.

Sincerely,

Signed by:

7DB5DE4B4AE6460...
Sewellyn Kaplan, Board President

DocuSigned by:

34406EFD0817480...
Seth Feldman EdD., Executive Director

BAYTECH




Bay Area Technology School
8251 Fontaine St. Oakland CA, 94605
www.baytechschool.org | 1-800-741-BATS (2287)

Certification

By signing below, I certify as follows:

1. That I am the authorized representative, and that I am competent and qualified to certify to the facts herein;
2. That, as authorized representative, I have personal knowledge of the facts forming the basis of this certification;
3. That I make this certification for purposes of Education Code Section 47605(b) only; and
4. That I deem the proposed material revision to the charter to be complete.

Name: Seth D. Feldman EdD., Executive Director

Signature: 7DB5DF4B4AF6460...

Date: 11/4/2024

School Name: Bay Area Technology School

The content of this package was approved by the Bay Area Technology School Board of Directors on November 4th, 2024.

Sincerely,

7DB5DF4B4AF6460...

Seth D. Feldman EdD.
Executive Director
Bay Area Technology School

BAY AREA TECHNOLOGY SCHOOL



MATERIAL REVISION

by
Bay Area Technology School
1445 23rd Avenue
Oakland, CA 94606
Phone: (510) 382-9932
Fax: (510) 369-5758

Presented to:
Oakland Unified School District Board of Education

Material Revision submitted: September 23, 2024

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Affirmations, Declarations, and Assurances

Affirmation of Conditions Described in Education Code Section 47605(e)

Bay Area Technology School (also referred to herein as “Charter School”):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (“Ed. Code”) § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
3. Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil’s parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District (“OUSD” or “District”) except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
 - a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
 - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
 - c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))
 - d. Preferences shall not require mandatory parental volunteer hours as a criterion for

admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))

7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))

8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))

9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))

10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Charter School is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

Other Assurances

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))

2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))

3. Shall at all times maintain all necessary and appropriate insurance coverage.

4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 *et seq.* and the Political Reform Act. (Ed. Code § 47604.1(b)(3) and (4))
5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(l))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (I).
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 *et seq.*) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:

- a. The California Code of Regulations
- b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
- c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 *et seq.*)
- d. Displaying all required postings at school site and online
- e. Following the minimum and maximum age requirements for enrollment
- f. Providing the minimum number of instructional minutes

NOTE: Throughout this Charter there is specific “District Required Language” (DRL), including but not limited to the above Affirmations, Declarations, and Assurances section. All DRL should be highlighted in gray. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

EXECUTIVE SUMMARY & OVERVIEW

Name of Charter School	Bay Area Technology School
Grade Configuration	6-12
Model or Focus (e.g., Blended Learning, Dual Language, etc.)	STEM-themed secondary school
Region and/or Neighborhood	<u>San Antonio District</u>
Primary Contact (name, email, mobile phone)	<u>Dr. Seth Feldman, sfeldman@baytechschool.org (510) 508-3580</u>
Board Chair (name, email, mobile phone)	<u>Sewellyn Kaplan, skaplan@baytechschool.org, (510) 926-7935</u>
Affiliated Charter Management Organization (if applicable)	N/A

Bay Area Technology School (“BayTech” or “Charter School”) originally opened in 2004, founded by a dedicated group of scientists and engineers who saw a need for a quality STEM-themed secondary school in Oakland. After eight years in downtown Oakland, in 2012-13 BayTech moved 10 miles to its current home in Deep East Oakland (District 7). In 2016-17 we enrolled 294 diverse students in grades 6-12: 100% of our students qualified for free or reduced-price lunch (FRPL); 47% Hispanic/Latino, 37% African American, 20% English Learners with another 27% Reclassified as English Fluent-Proficient (RFEP), 7% Special Education students and <1% foster youth. Our students face intense daily challenges: extreme poverty, including food and housing instability, gang exposure/involvement, high crime rates, substance abuse, domestic violence and more. Many of our students have responsibilities in providing income for their families or caring for siblings, parents and other family members. In other words, BayTech serves extremely “underserved” students, 70% of whom arrive at BayTech at least one, if not several grade levels behind in all core subjects.

BayTech has engaged in a period of self-reflection and deep analysis over the preceding months as we have instituted some fundamental changes in our program, completed the WASC Self-Study process as part of our accreditation renewal (our WASC accreditation is now renewed for a full six years through 2023), and preparation for this charter petition renewal. The undertaking has been insightful and revealing. Our findings have built a framework for the future, providing staff with the opportunity to gather and analyze data to inform our practice and program. Building off of the data analysis and reflective labor, we will make this work a regular part of our school’s development, including through our annual LCAP update and goal setting process.

As detailed in the Charter Petition for Renewal and attached Performance Report, BayTech meets the criteria for charter renewal set forth in Education Code section 47607(b)(4): BayTech’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into

account the composition of the pupil population that is served at the charter school.

Since our last charter renewal in 2013, BayTech has collectively clarified our overarching and driving goal: We will achieve college and career readiness by improving student performance in reading, writing, math, and by providing a standards-based curriculum emphasizing STEM.

MISSION

Our newly revised mission statement reflects our commitment to our students: *Through a combined effort of staff, students, parents, and community BayTech students will learn the necessary skills required for college and career readiness by engaging in a rigorous curriculum emphasizing STEM. Our students will demonstrate core BayTech E.A.G.L.E.S. values and be equipped with the skill sets required to take on challenges and opportunities in the 21st century. "It's going to be a great day at BayTech!"*

VISION

Our E.A.G.L.E.S. values define BayTech's distinctive approach to ensuring our vision for how "at risk" students are prepared for post-secondary school and the 21st century workplace:

BAYTECH

Expected Schoolwide Learning Results



- E**ffective Communicators Who Will:
- Be able to ask and answer relevant, higher level questions.
 - Listen actively to varying points of view.
 - Utilize technology as a tool for learning and communicating.
 - Demonstrate skills of speaking, listening, reading, and writing for different purposes and in a variety of situations.
- A**cademic Achievers Who Will:
- Produce quality of work across the curriculum.
 - Be eligible for college by completing required coursework and equipped with the necessary skills to pursue and succeed in higher education.
 - Acquire and apply knowledge about new technology.
 - Apply research and analysis skills to form factual, fact based perspectives and responses.
- G**oal-Oriented Students Who Will:
- Earn a high school diploma and complete A-G requirements for college.
 - Pursue higher education or vocational goals / professional training.
 - Demonstrate time management skills to meet the academic deadline.
- L**ifelong Learners Who Will:
- Explore a variety of academic, athletic, artistic, and extracurricular areas.
 - Be open to discovery and develop an enthusiasm and interest for learning.
 - Be adaptive to a wide array of professional and cultural settings.
 - Be goal-oriented and understand the importance of continual goal setting.
- E**xcellent Critical Thinkers Who Will:
- Locate, gather, interpret, evaluate, and analyze data.
 - Define and analyze problems, propose, implement, and evaluate solutions.
 - Apply problem-solving skills to achieve a personal or academic goal.
 - Identify and use resources effectively to gather, communicate, and evaluate information.
- S**ocially Responsible Students Who Will:
- Be culturally aware and who will be understanding and appreciative of the histories and values of different cultures.
 - Be leaders within their community who contribute to the improvement of life in their school and community.
 - Demonstrate conscientiousness and honesty through personal and academic performance.
 - Has integrity and take responsibility for personal choices and actions.

EDUCATIONAL PROGRAM

BayTech's comprehensive learning experience is designed to support students through engaging, inquiry-based instruction with hands-on learning presented in ways that are relevant and inspiring.

- Our STEM-focused curriculum is innovative, engaging, and standards-aligned (including humanities and social science). Critical thinking skills are developed through hands-on, inquiry-based activities. STEM education increases science literacy and facilitates the next generation of innovators. Most jobs now and in the future, will require STEM proficiencies.
- BayTech teachers now utilize the Atlas Curriculum Design program, which provides standards-aligned course goals, units of instruction, learning outcomes/standards, assessments, lessons, teaching resources and more, aligned and in one place. The Dean supports and guides teachers to improve their lessons, identify individual student needs, and differentiate instruction. Teachers are guided by the following standards in curriculum and lesson planning:
 - Learning objectives are clearly stated for the students.
 - Exemplars are provided to guide and inform students.
 - Multiple measures are used, including formal and informal formative assessments.
 - Students are given specific and immediate feedback about their learning.
 - Assessment data informs ongoing instruction modification and provides for curriculum revision.
- Small class sizes (26:1) and online/blended learning in a rotational model, facilitated by Edmentum, increase teacher's ability to provide differentiated instruction and intervention for students, including our growing population of ELs. Edmentum's Plato Courseware (300+ middle school, high school and advanced level courses, including credit recovery) supports individualized learning, where students are engaged in their own learning and pacing (e.g., move ahead to more challenging material, replay a lecture, retake a quiz). Data from these programs provide real-time snapshots of student mastery of specific standards-aligned content strands. Technology integration facilitates teachers' provision of a personalized learning environment conducive to targeted academic and social support, as teachers and students work together based on individual and small group student needs.
- Teachers implement differentiated instruction daily to support students' individual needs (e.g., at-risk, advanced, EL, SPED) and help them learn better; and they collaborate weekly to share experiences and discuss strategies/best practices for individualized instruction, such as integrating multimedia and technology.
- Data-driven practices and habits are core components in differentiating instruction (i.e., you can't fix what you don't know). Using data to identify and address students' individual learning needs is a school wide priority that is being integrated into PLC meetings, professional development, and teacher instructional practices and activities in the classroom.

Our college preparatory program includes both AP classes and dual enrollment opportunities to equip students with the skills and attributes needed to attend and be successful in college. Our graduation requirements exceed UC/CSU A-G course requirements. Faculty works with students and parents to develop 4-year high school plans, track progress, and plan for college. High school seniors attend college advisory class 4 days/week.

ENROLLMENT PROJECTIONS

Projected Grade-level Enrollment at BayTech					
	Year 1	Year 2	Year 3	Year 4	Year 5
Grade	2018-19	2019-20	2020-21	2021-22	2022-23
6	30	30	30	30	30
7	60	60	60	60	60
8	60	60	60	60	60
9	50	50	50	50	50
10	50	50	50	50	50
11	50	50	50	50	50
12	30	30	30	30	30
Total	330	330	330	330	330

STUDENT DEMOGRAPHICS

	FRL %	SPED %	EL %
Demographics	100%	7%	20%

BOARD OF DIRECTORS MEMBERSHIP

<i>Name</i>	<i>Current Professional Title and Organization</i>	<i>Board Role</i>	<i>Focus/Expertise</i>
Sewellyn Kaplan	Supervisor of Special Education Interns, Cal State East Bay Clinical Professor of Education, St. Mary's College of California Literacy Consultant	President	Special Education, Literacy, English Former Special Education Teacher & Administrator for West Contra Costa County
Shannon Ortland	Coordinator of Assessment, Research and Evaluation, Contra Costa County Office of Education	Secretary	Data Driven Instruction, former Data and Assessment Coordinator for Mount Diablo Unified School District, 25+ years in Education

Christina Filios Yiannakopoulos	Assistant Director of Secondary Education, Mount Diablo Unified School District	Director	MA in Curriculum and Instruction, 20+ years in Education, Former teacher, VP, principal & district level administrator
Kevin Pardo	Tax Executive, Roku	Treasurer	Finance, Tax, Auditing, CPA
Lily Bramble	Research Operations Associate II, Nano Precision Medical/ Vivani Inc.	Director	Laboratory Based Scientist; Biology
Gemeny Givens III	AI Researcher & Strategy Consultant, Golden Bastion Co.	Director	Artificial Intelligence
Dr. Moon Li	Ph.D. in Science & Researcher	Director	STEM & Scientific Studies

SUMMARY BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5
School Name: Bay Area Technology School	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Number of Students	339	349	309	285	329
Per Pupil Revenue	\$16,142.02	\$25,186.91	\$22,427.21	\$25,855.43	\$26,523.96
State & Federal Grant Funds	\$5,255,477.00	\$6,872,056.00	\$6,053,787.00	\$6,712,038.00	\$7,483,493.00
Private Grants / Foundation Revenue / Gifts & Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Sources	\$185,998.00	\$813,298.00	\$289,076.00	\$288,320.00	\$806,572.00
Total Revenue	\$5,441,475.00	\$7,685,354.00	\$6,342,863.00	\$7,000,358.00	\$8,290,065.00
Instructional Salaries & Benefits	\$2,606,113.32	\$2,813,737.28	\$2,799,171.56	\$2,365,959.98	\$2,600,448.70
Instructional Services / Supplies	\$385,661.00	\$585,403.00	\$468,301.00	\$660,065.00	\$627,135.00
Other Instructional Expenses	\$682,309.00	\$1,109,675.00	\$1,059,043.00	\$1,735,258.00	\$1,712,535.00
Total Instructional Expenditures	\$3,674,083.32	\$4,508,815.28	\$4,326,515.56	\$4,761,282.98	\$4,940,118.70
Supporting Services Salaries & Benefits	\$881,090.68	\$1,017,796.72	\$1,144,765.44	\$1,028,831.02	\$1,114,015.30
Purchased Property Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Supporting Services Expenses	\$863,717.00	\$735,443.00	\$762,770.00	\$1,185,090.00	\$2,055,731.00
Total Supporting Services Expenditures	\$1,744,807.68	\$1,753,239.72	\$1,907,535.44	\$2,213,921.02	\$3,169,746.30
Total Expenses	\$5,418,891.00	\$6,262,055.00	\$6,234,051.00	\$6,975,204.00	\$8,109,865.00

	Year 1	Year 2	Year 3	Year 4	Year 5
School Name: Bay Area Technology School	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
NET INCOME	\$22,584.00	\$1,423,299.00	\$108,812.00	\$25,154.00	\$180,200.00
State and Federal funding includes standard LCFF, Lottery, CSFIG, MBG, etc. Local funding includes donation amounts equivalent to prior year receipts.					

BAYTECH'S TRACK RECORD

As noted above, BayTech serves a significantly disadvantaged student population in Deep East Oakland. Despite the numerous challenges our students face, we are incredibly proud of our accomplishments to date (detailed further in Element 1, below):

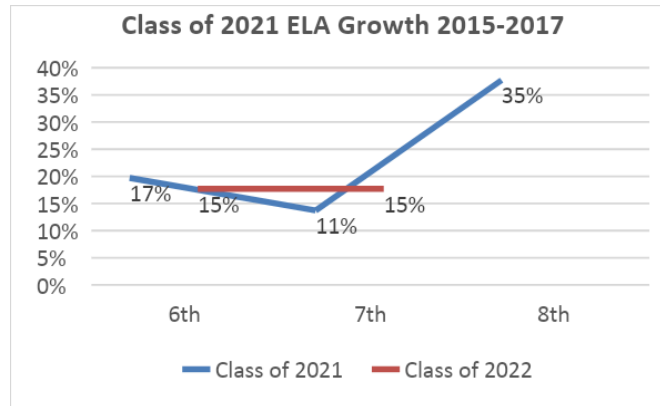
- **100% cohort graduation rate in 2016-17**, up from 91% in 2015-16¹ and 96% in 2014-15 – all significantly higher than our nearby comparison schools (69% average in 2015-16),² Oakland Unified (65% graduation rate) and the state (83%).
- **100% A-G completion rate each of the last five years**, again, significantly higher than comparison schools (40-60% averages), OUSD (49-62%) and state (39-45%).
- **83% of our 2016-17 graduates and 90% of our 2015-16 graduates are enrolled in a 2 or 4-year college/university**, including UC Berkeley, UC Davis, UC Santa Cruz, SF State and many more.
- Average SAT scores for the Class of 2017 were 432 in Reading and 433 in Math, up from 372 and 402 the previous year (and comparable to OUSD's 2016 averages of 436 and 443).
- Growth on the California Assessment of Student Performance and Progress (CAASPP/SBAC) tests the past three years, including (preliminary/not-yet-published) 2017 results indicating that:
 - **60% of our 11th graders Met/Exceeded grade level standards in ELA and 33% in Math;**
 - 27% of our 6th-8th graders Met/Exceeded grade level standards in ELA and 36% in Math.
 - Over the past three years, our middle grades students have shown promising

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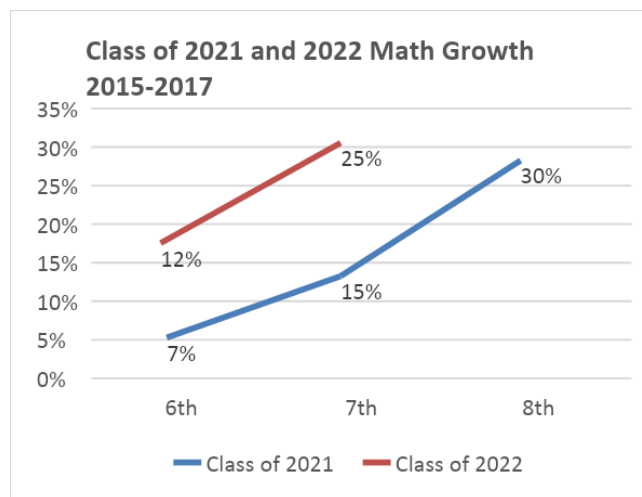
² In order to provide a meaningful analysis of our performance, we have identified the six closest traditional public schools serving the same grades as BayTech: Alliance Academy MS (6-8), Elmhurst Community Prep (6-8), Frick Middle School (6-8), Castlemont High School (9-12), Fremont High School (9-12), Coliseum College Prep Academy (6-12). These schools have relatively similar demographics to BayTech, though with a smaller percentage of FRPL (90% v. BayTech's 100%), higher percent of Hispanic/Latino (64% v. 47%), higher EL (38% v. 20%) and lower RFEP (12% v. 21%), lower percent of African American than BayTech (28% v. 37%) and lower Asian/White/Other (4% v. 14%). (Source: <http://dq.cde.ca.gov/dataquest/>)

growth:

- ELA Met/Exceeded for the Class of 2021 cohort (the only cohort to take three years of the SBAC tests) went from 17% in 6th grade to 35% in 8th, while the percent of Not Met declined from 62% in 6th grade to 32% in 8th grade. The Class of 2022 cohort maintained ELA proficiency at 15%.



- Math Met/Exceeded for this cohort went from 7% in 6th grade to 30% in 8th grade and Not Met declined from 58% in 6th grade to 49% in 8th grade. The Class of 2022 cohort doubled math proficiency from 12% to 25%.



- On the Science CSTs, 2016 scores also show that the longer students are at BayTech, the stronger their performance: 20% of our 8th graders and 37% of our 10th graders scored Proficient/Advanced on the Science CSTs.
- In 2016-17, BayTech reclassified 21% of our English Learners, a significant increase from 5% the previous year; 65% of ELs tested “proficient” on the CELDT test in 2017.
- BayTech is fully WASC-accredited through 2023; all core, college-prep courses meet the UC/CSU A-G requirements and our graduation requirements exceed A-G requirements (e.g., 3 years of social sciences, 3 years of science, 1 year of technology and 40 hours of community service).
- In 2016-17, 20% of our students participated in dual enrollment courses at Berkeley City

College, Merritt College, and Laney College, including courses such as Calculus, Government and Politics in the U.S., Biology and Chemistry.

- BayTech's students are engaged and want to be at school – our ADA the past four years has exceeded 95%; suspension rate has ranged from 4-7% over the last four years with just one expulsion (one student in 2014-15 was expelled for possession of a controlled substance and distributing narcotics on school grounds).
- BayTech students now participate in six CIF sports teams (up from one in 2013-14), including Cross Country, Girls Volleyball, Boys Basketball, Girls Basketball, Boys Soccer and Baseball; 30% of our high school students participate on one or more of these teams, maintaining an average GPA of 3.13. In 2016-17, our Girls Basketball and Boys Baseball teams both won the BACSAC Championships. Starting in 2017-18, all student athletes will be required to attend once weekly tutoring during their varsity season to ensure these students are staying on track and continuing to set a strong example for their peers.
- We offer free, high-quality after-school tutoring and activities for all students free of charge. In the past, our teachers led after-school tutoring as well as clubs and sports teams. Starting in 2017-18, BayTech has contracted with Higher Ground to provide comprehensive after-school tutoring and enrichment services four days each week (other than Wednesday early release day). We also have partnered with Boys to Men to provide an engaging mentoring program once weekly for 15-20 of our most at-risk male students. Finally, Revolution K-12 is providing daily tutoring for 20 of our most in-need students on SBAC test prep, supplemented by their comprehensive interactive test prep software, as well as weekly tutoring for our entire junior class on SAT prep.
- A comprehensive Counseling Services/Restorative Justice program addresses students' social/emotional and personal needs (e.g., conflict resolution, peer challenges, bullying prevention). A full-time Counselor supports our most at-risk students with one-on-one and group counseling. School culture and climate have shifted positively in recent years; students have strong relationships with their teachers, adhere to higher expectations, and experience more positive outcomes.
- Our well qualified teaching staff loves what they do: we've maintained a staff retention rate of more than 80% since 2013-14 with three teachers leaving each year.
- Demand for our school is high: in 2017-18 we are fully enrolled with 330 students; we have 130 students on our waiting list for enrollment.

BayTech has purposefully and continuously built a safe, positive, supportive, and respectful culture that nurtures student learning and promotes success despite the many challenges our students face. We have established a strong sense of school pride and community at BayTech – and a critical sense of “belonging” for our vulnerable students through school events and a commitment to competitive sports. We require all students to maintain a minimum 2.5 GPA to participate in CIF sports these teams, above the CIF requirements of 2.0. Dances, festivals, food fairs, staff v. student games and assemblies further develop a strong school culture and bonds between staff and students. At our small school, every student is known and valued.

Through an engaging, inquiry-driven approach to learning, our students continuously apply their standards-based knowledge and skills and develop deeper understandings of the material. During school, students are offered extra tutoring by dedicated tutoring staff. Juniors and Seniors are encouraged to mentor students one-on-one to help give guidance; our full-time counselor works individually with students to help with academic, emotional, and social issues. After school tutoring is offered to all students regardless of grade or academic standing, though our students most

in-need receive specialized support. Teachers and counselors encourage students to drop in before and after school to receive additional support with curricular and extracurricular needs. When students know they will be supported, they are more likely to come to school.

ELEMENT 1: EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” – Ed. Code § 47605(c)(5)(A)(i)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” – Ed. Code § 47605(c)(5)(A)(ii)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.” – Ed. Code § 47605(c)(5)(A)(iii)

Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Charter School shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School 'shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update...' (Ed. Code § 47606.5(d))

Western Association of Schools and Colleges (WASC) Accreditation

If Charter School serves students in grades 9-12, Charter School shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students.

Mathematics Placement Policy

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

Independent Study

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the school will comply with the legal requirements in providing such a program.

Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall re-admit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school.

Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of performance.

A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of OUSD, excluding a state hospital, shall receive educational services by OUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of OUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

Bay Area Technology School (“BayTech” or “Charter School”) originally opened in 2004, founded by a dedicated group of scientists and engineers who saw a need for a quality STEM-themed secondary school in Oakland. After eight years in downtown Oakland, in 2012-13 BayTech moved 10 miles to its current home in Deep East Oakland (District 7).

According to current California law and District policy, a charter school “shall” meet the following criteria set forth in Education Code section 47607(b)(4) prior to receiving a charter renewal: BayTech’s academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

As noted in the Ed Code, “The determination made pursuant to this paragraph shall be based upon all of the following: (i) Documented and clear and convincing data; (ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools; (iii) Information submitted by the charter school.” (Cal. Ed. Code § 47607(b)(4)(B).)

As detailed in the following section, BayTech clearly meets renewal criteria for another five year charter term.

A. TARGET POPULATION & COMMUNITY NEED

1. TARGET STUDENT POPULATION.

BayTech, currently serves approximately 330 students in grades 6-12. BayTech's student population is remarkably diverse; in 2016-17 our enrollment included: 100% FRPL; 47% Hispanic/Latino, 37% African American, 20% EL with another 27% RFEP, 7% SpEd and <1% foster youth. (In recent years we have had one or two foster youth each year.)

Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

Projected Student Enrollment for Each Year by Grade Level and Total Enrollment					
<u>Grade Level</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
<u>6</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>
<u>7</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>
<u>8</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>
<u>9</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>
<u>10</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>
<u>11</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>
<u>12</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>
<u>Total</u>	<u>330</u>	<u>330</u>	<u>330</u>	<u>330</u>	<u>330</u>

Student Demographics

	<u>FRL %</u>	<u>SPED %</u>	<u>EL %</u>
Demographics	100%	7%	20%

Maximum Enrollment for Charter Term: 350

Charter School will submit a petition to materially revise its charter if any of the following occur:

1. The Charter School seeks to serve any grade levels not already approved by the District on the schedule approved by the District;
2. The total enrollment in a given year exceeds the maximum enrollment by 5% or more.
3. The total enrollment in a given year is more than 15% below the projected enrollment per the schedule above.

Special Education

Bay Area Technology School (BayTech) operates as its own local education agency for purposes of special education, and is a member of the El Dorado County Charter (EDCOE) SELPA. The EDCOE Special Education Local Plan Area (SELPA) is a statewide organization governed by representatives from member charter schools. EDCOE Charter SELPA provides programmatic support, business office support, professional learning, data compliance and reporting, and support and resources for parents and guardians.

BayTech implements the Individuals with Disabilities Education Act (“IDEA”) “Child Find” mandate to identify, locate, and evaluate all children with disabilities enrolled in its school. If BayTech has knowledge that a student has a disability, or is suspected of having a disability and may need special education and related services, BayTech must offer to assess the student. Indicators for when a student is suspected of having a disability and BayTech should thus offer an initial assessment include, but are not limited to the following:

1. Parent(s) expressed concerns in writing to BayTech administration or to one of student’s teachers that student may be need of special education and related services;
2. Parent or school staff has requested an initial evaluation of the student;
3. Student’s teacher, or other BayTech personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to BayTech supervisory personnel. Note: A student should be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized.

A student may be referred for special education services at any time by BayTech staff, parents, or other service providers. Before a student can be assessed for eligibility for special education, or reassessed while receiving special education and related services, BayTech must develop an Assessment Plan and provide it to the parents for their approval within 15 calendar days from the date of receipt of a written request for a special education assessment. Assessments must be administered in all areas related to the suspected disability by trained and knowledgeable personnel using sound instruments. For school-age children, the eligibility assessment must be completed within 60 days of BayTech’s receipt of written parental consent for specified assessment activities and an Assessment Report provided to parents outlining required information. Please note that a student may demonstrate a disability, but may not necessarily be eligible for special education and related services. A student’s IEP team will determine eligibility based on the requirement that 12 the student’s disability negatively or adversely affects his/her educational performance.

2. COMMUNITY CHARACTERISTICS; SURROUNDING SCHOOLS DEMOGRAPHIC & PERFORMANCE DATA (SEE PERFORMANCE REPORT IN APPENDIX).

In 2016-17 we enrolled 294 diverse students in grades 6-12: 100% of our students qualified for free or reduced-price lunch (FRPL); 47% Hispanic/Latino, 37% African American, 20% English Learners with another 27% Reclassified as English Fluent-Proficient (RFEP), 7% Special Education students and <1% foster youth. Our students in Deep East Oakland face intense daily challenges: extreme poverty, including food and housing instability, gang exposure/involvement, high crime rates, substance abuse, domestic violence and more. Many of our students have responsibilities in providing income for their families or caring for siblings, parents and other family members. In other words, BayTech serves extremely “underserved” students, 70% of whom arrive at BayTech at least one, if not several grade levels behind in all core subjects.

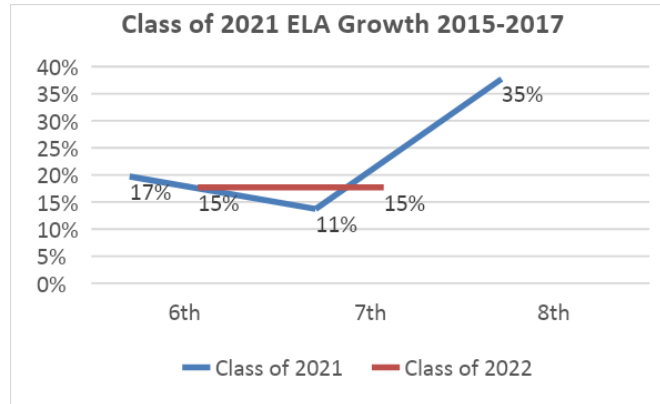
Recent Accomplishments

Despite the challenges our students face, we are incredibly proud of our accomplishments to date:

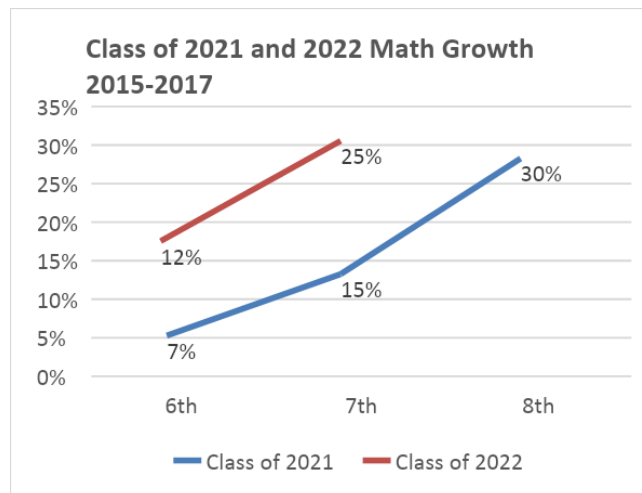
- **100% cohort graduation rate in 2016-17**, up from 91% in 2015-16³ and 96% in 2014-15 – all significantly higher than our nearby comparison schools (69% average in 2015-16),⁴ Oakland Unified (65% graduation rate) and the state (83%).
- **100% A-G completion rate each of the last five years**, again, significantly higher than comparison schools (40-60% averages), OUSD (49-62%) and state (39-45%).
- **83% of our 2016-17 graduates and 90% of our 2015-16 graduates are enrolled in a 2 or 4-year college/university**, including UC Berkeley, UC Davis, UC Santa Cruz, SF State and many more.
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 - Over the past three years, our middle grades students have shown promising growth:
 - ELA Met/Exceeded for the Class of 2021 cohort (the only cohort to take three years of the SBAC tests) went from 17% in 6th grade to 35% in 8th, while the percent of Not Met declined from 62% in 6th grade to 32% in 8th grade. The Class of 2022 cohort maintained ELA proficiency at 15%.

³ It is important to note that as such a small school, **one or two students have a larger statistical impact**. In 2015-16, one 12th grade student returned to Mexico due to a family emergency; this is recorded as a dropout. A second student did not complete our graduation requirements in time but did stay on and graduated in 2016-17. These two students resulted in a graduation rate of 91% instead of 100%. Similarly, in 2014-15, just one student did not graduate on time, resulting in a graduation rate of 96%.

⁴ In order to provide a meaningful analysis of our performance, we have identified the six closest traditional public schools serving the same grades as BayTech: Alliance Academy MS (6-8), Elmhurst Community Prep (6-8), Frick Middle School (6-8), Castlemont High School (9-12), Fremont High School (9-12), Coliseum College Prep Academy (6-12). These schools have relatively similar demographics to BayTech, though with a smaller percentage of FRPL (90% v. BayTech's 100%), higher percent of Hispanic/Latino (64% v. 47%), higher EL (38% v. 20%) and lower RFEP (12% v. 21%), lower percent of African American than BayTech (28% v. 37%) and lower Asian/White/Other (4% v. 14%). (Source: <http://dq.cde.ca.gov/dataquest/>)



- Math Met/Exceeded for this cohort went from 7% in 6th grade to 30% in 8th grade and Not Met declined from 58% in 6th grade to 49% in 8th grade. The Class of 2022 cohort doubled math proficiency from 12% to 25%.



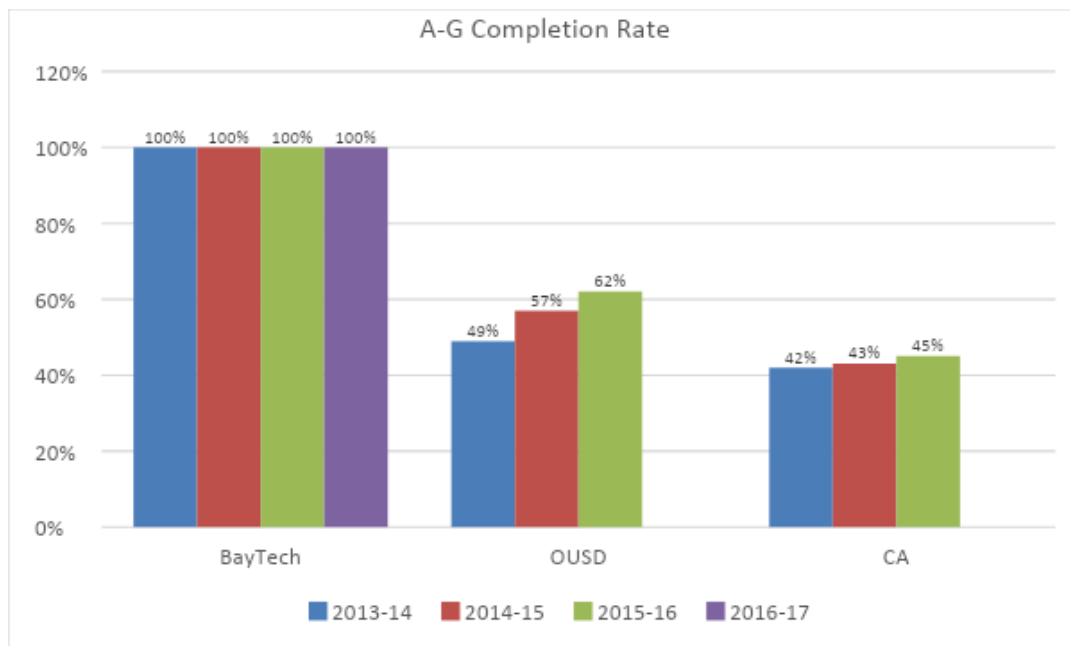
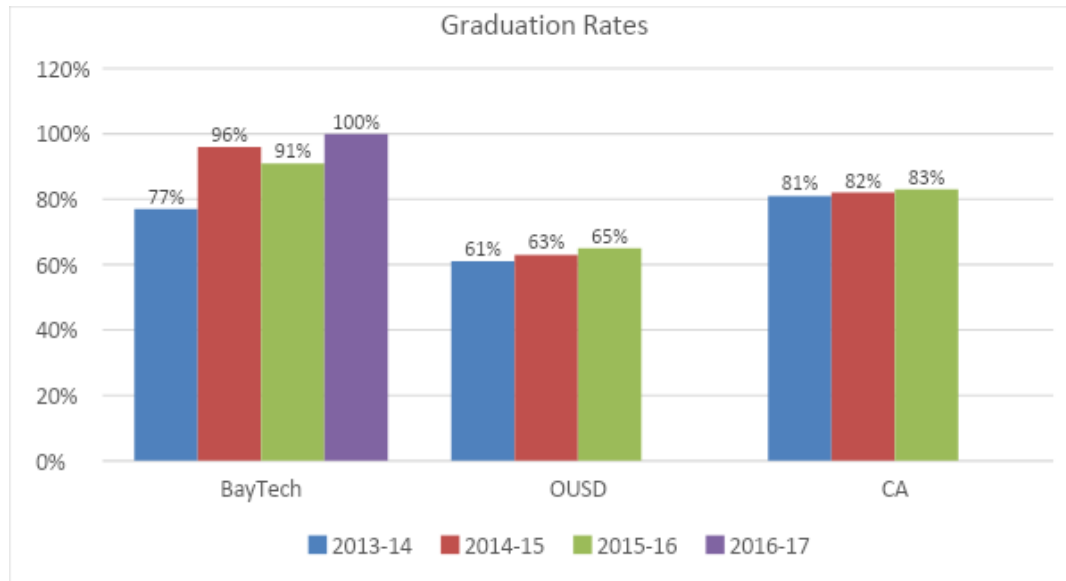
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The following provides more detailed analysis of BayTech's performance over the past four years, with comparisons to the local traditional OUSD schools our students would otherwise attend, as well as District averages.

BayTech Performance Compared to Local Schools

BayTech's most notable strengths include our high graduation rates (100% in 2016-17), A-G completion rates (100%) and college enrollment rates (83%), among other accomplishments noted above.



The significance of these accomplishments is amplified when looking at BayTech compared to the nearby resident schools our students would otherwise attend:

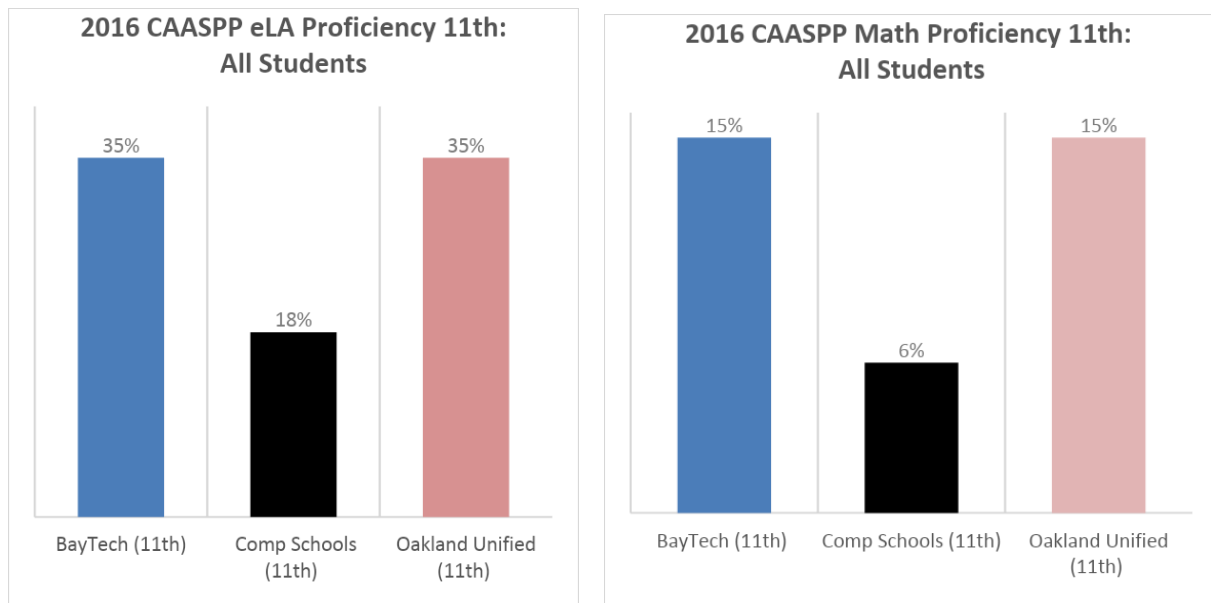
- While Coliseum College Prep Academy had a 2016 graduation rate of 88%, Castlemont HS's graduation rate was 68% and Fremont HS graduated just 50%.
- A-G completion rates at these three high schools ranged from 38-79%.

Notably, while BayTech did have one 11th grade student drop out in 2015-16 (1.6% of the students in grades 9-12) Castlemont had 39 dropouts (12.6%) and Fremont had 71 students drop out that year (15%). Our small, personalized school helps ensure that every student is personally known and supported.

While our SBAC scores leave significant room for improvement, we are pleased with recent

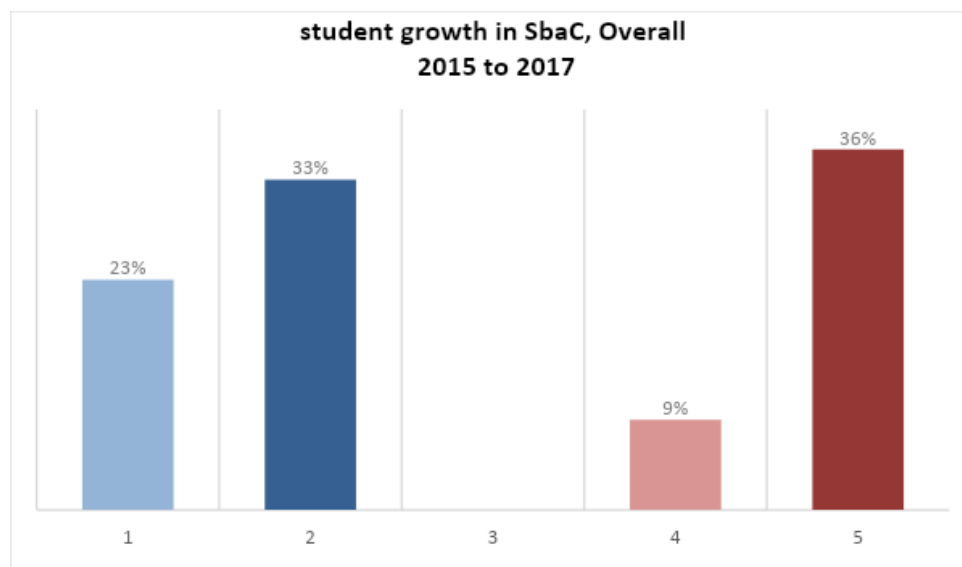
growth and the preliminary results of the new initiatives and staffing changes we have implemented.

Preliminary (not yet published) results for 2017 SBACs indicated particularly strong performance for our 11th graders, with **60% Met/Exceeded in ELA and 33% in Math**. In 2016, our 11th graders measured 35% Met/Exceeded in ELA and 15% Met/Exceeded in Math. This matched OUSD results for 11th grade and significantly outperformed our nearby schools:



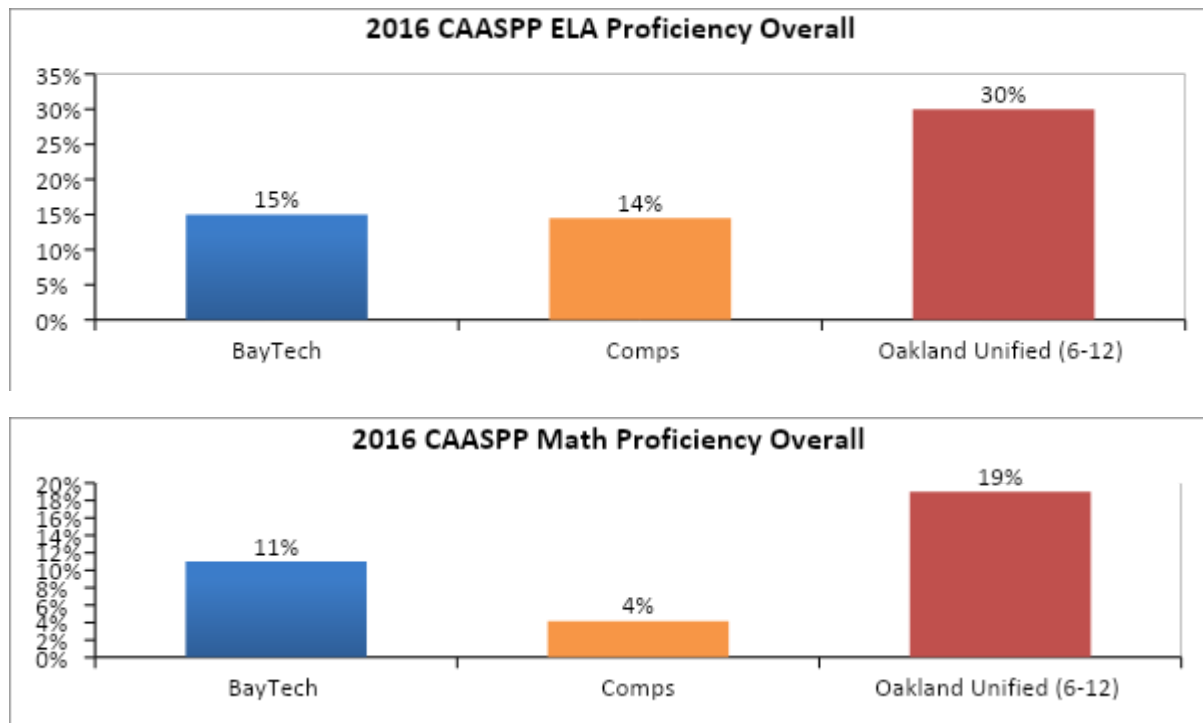
We of course want to see this continue to grow, but are encouraged that the more time students spend at BayTech, the higher the SBAC results.

Schoolwide, overall growth trends look positive (including preliminary 2017 results):



While the 2016 middle grades SBACs were not as strong, we note that the BayTech's Met/Exceeded rate was equal to the average of the nearby comparison resident schools, and higher

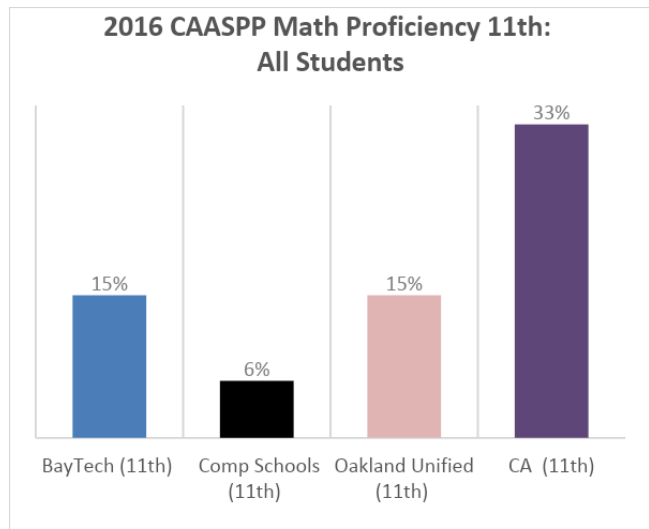
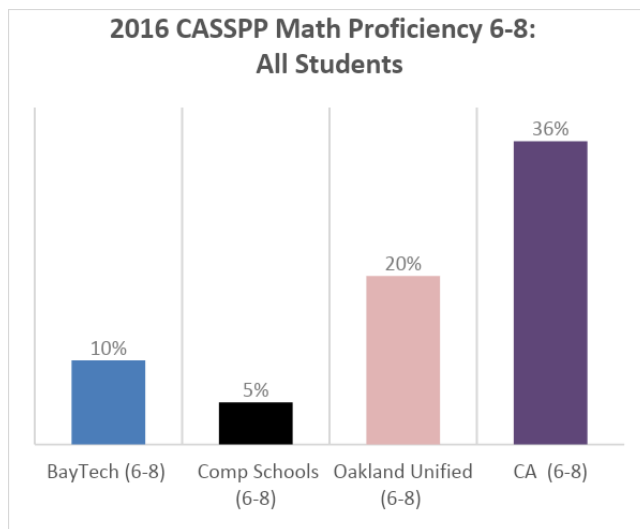
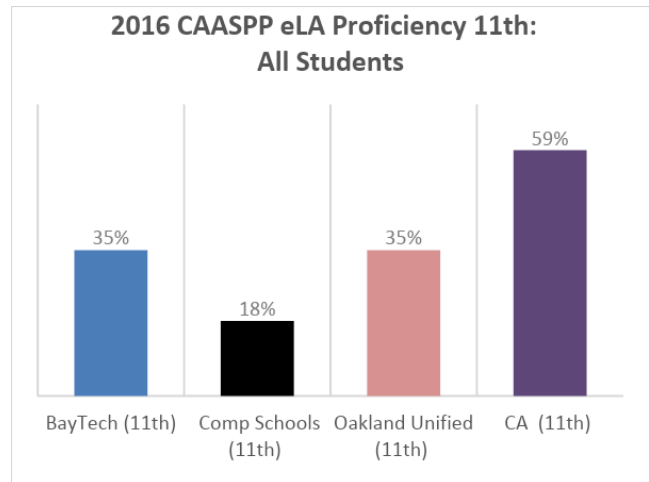
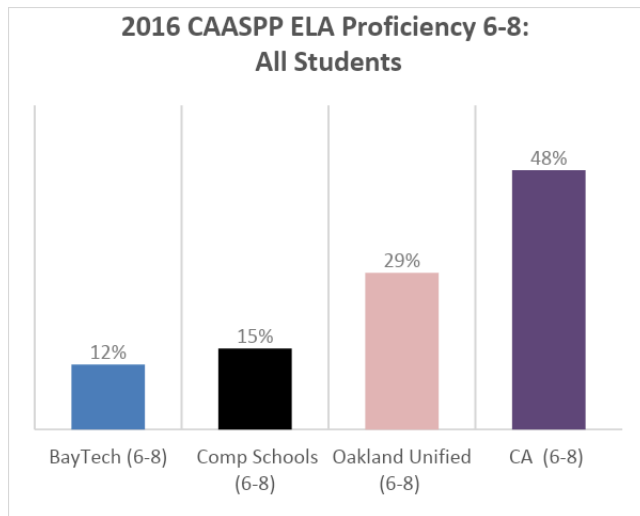
than these schools in Math:



Overall, our students perform better the longer they have been at BayTech. As highlighted above, we have seen much higher rates of achievement on the SBACs for our 11th graders than lower grades, e.g., preliminary (not yet published) results for 2017 SBACs indicated particularly strong performance for our 11th graders, with **60% Met/Exceeded in ELA and 33% in Math**. Our Class of 2021 cohort (the only cohort to take three years of the SBAC tests) went from 17% Met/Exceeded in 6th grade to 35% in 8th grade in ELA, and 7% Met/Exceeded in 6th grade to 30% in 8th grade in Math. This data indicates that the longer students are at BayTech, the stronger their performance becomes.

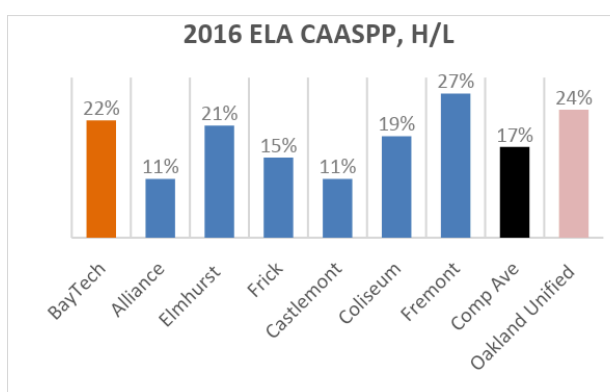
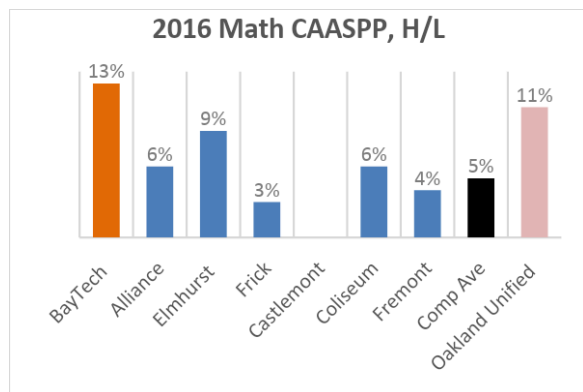
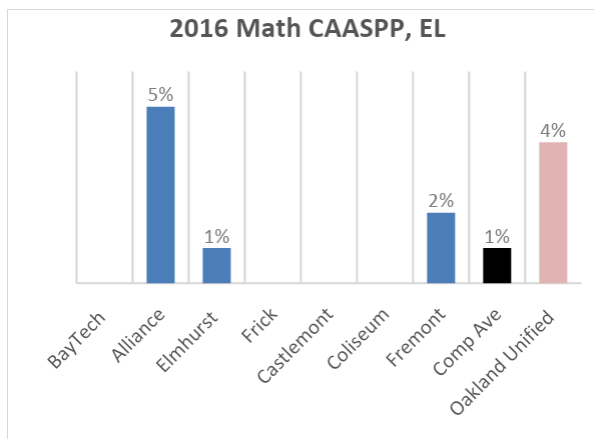
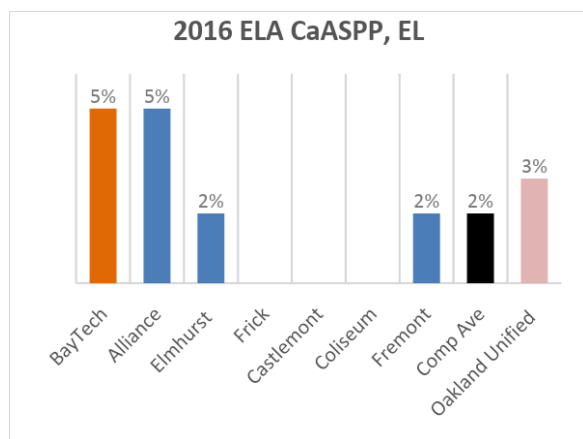
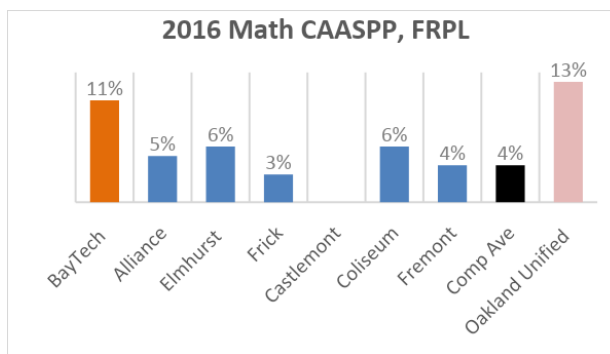
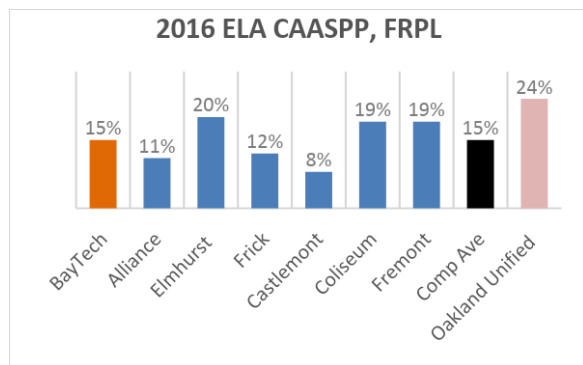
In terms of identifying our students' "best" performance, a comparison of BayTech students to our nearby neighbors and OUSD grade-level averages is illustrative. On 2016 SBACs, the most recent year for which comparison data is publicly available, while performance was significantly lower than preliminary 2017 data indicate, we believe it is important to note that our students' performance was on par with or exceeded our neighboring schools: Alliance Academy Middle School (6-8), Elmhurst Community Prep (6-8), Frick Middle School (6-8), Castlemont High School (9-12), Fremont High School (9-12), Coliseum College Prep Academy (6-12) (collectively, "Comps").

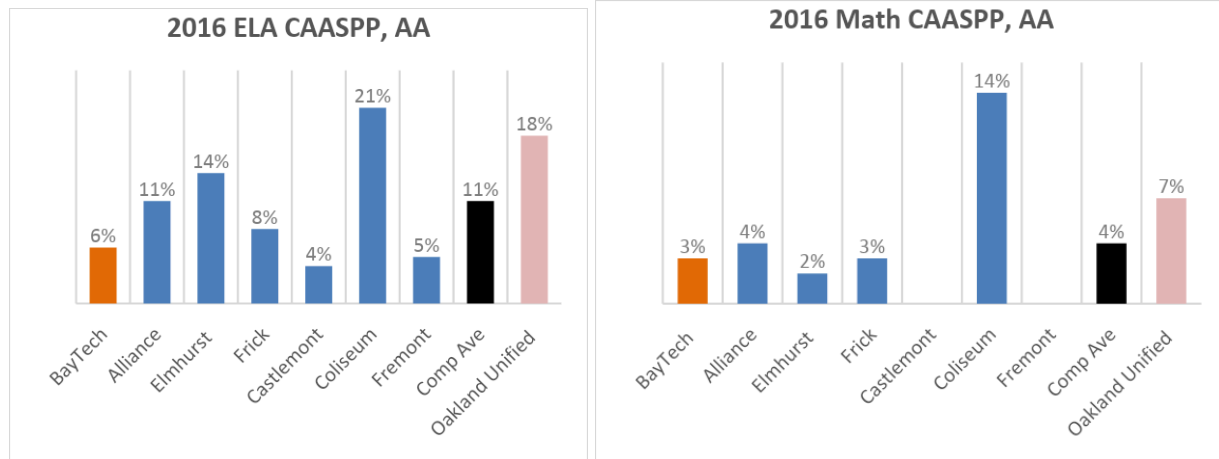
In ELA, BayTech's 15% Met/Exceeded rate matched the average of the nearby Comps and in Math, BayTech's 11% exceeded the Comps by seven percentage points. When breaking out the data by grade spans, our 11th graders' performance is even more impressive:



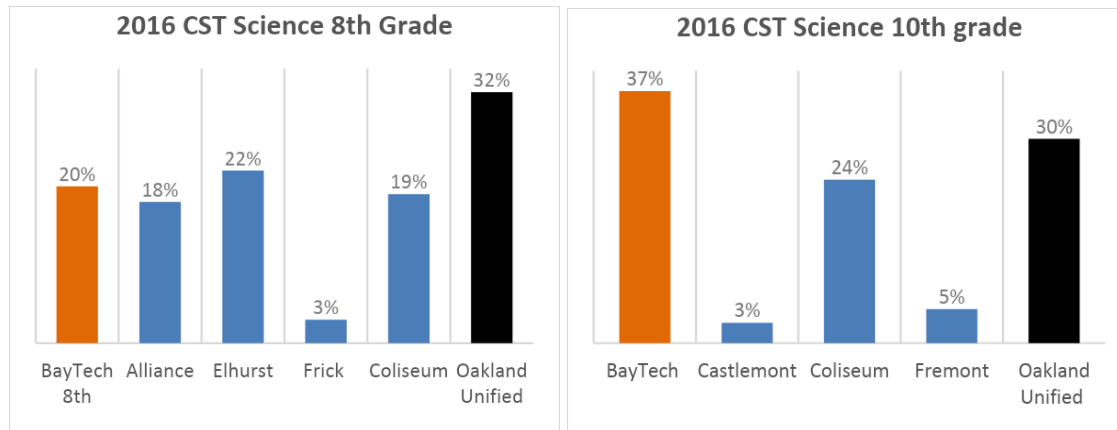
Notably, Castlemont High School in particular is struggling with just 6% proficiency in ELA and 0% proficiency in Math on the 2016 SBAC. We are confident that once 2017 SBAC data is publicly available, these comparisons will show much stronger performance by BayTech compared to nearby schools, OUSD and state averages.

Compared to their peers at nearby schools, almost all of our statistically significant subgroups realized stronger or comparable performance in both ELA and Math (because our 11th grade class was so small – just 20 SBAC scores for the grade – grade span comparisons are not possible, though as indicated above, our 11th graders' performance is significantly stronger than our lower grades):





In addition to the SBACs, thanks to our STEM focus, our state testing in Science is also quite strong, particularly for our older (10th grade) students:



Recent Improvements to the BayTech Program

We are continuously improving and strengthening our program, including changing curriculum and implementing more benchmark/interim assessments to track student growth and progress.

Improving academic performance on the SBAC – and overall grade-level standards mastery in core subjects -- is a main priority. We have taken a number of steps that are already resulting in increased student achievement, including:

- In 2014-15 we hired a part-time RTI specialist (now full-time) to provide additional support for students not meeting their targeted growth on benchmark assessments. The RTI Specialist works each day with small groups of 4-5 students based on assessment data, providing targeted intervention and support. We are currently seeking to hire a new ESL teacher for 2017-18 to provide dedicated full-time instruction and expertise for our growing EL population.
- In 2015-16, we adopted a rotational model, blended learning approach with new online, interactive curriculum through Edmentum to increase the rigor of the English Language Arts program in particular, and personalization that meets students where they most need

development, including for English Learners. We began implementing Chromebook usage in classrooms instead of a dedicated computer lab; each class now has a Chromebook for every student, along with more powerful desktops available for coding and other advanced classes. Our faculty is better able to integrate supplemental and differentiated instructional resources with readings, lectures, videos, music, art, and other materials to deliver content. We provided training for all faculty on using this software and integrating Edmentum into the curriculum; this effort gained strength in 2016-17 as usage of the program increased significantly across classrooms and grade levels. Most importantly, our students now benefit from interactive, personalized online curriculum through Edmentum and starting this year, test prep with Revolution K-12.

- We have adopted several additional assessment tools in addition to ongoing use of NWEA MAP benchmark assessments: Edmentum's interactive curriculum provides real-time, standards-aligned data for our teachers, Accucess online assessments and SBAC interim assessments all provide a rich array of standards-aligned and specific/personalized data about each student, classroom, subgroup and whole school proficiency and growth over time. Our teachers utilize data from these assessments for increased data-driven decisions that support student achievement. Faculty analyze results and use the data for lesson planning, differentiated instruction, and targeted tutoring.
- In 2016-17 we also adopted the Atlas Curriculum Design program. Atlas enables us to streamline lesson and curriculum plans, providing more time for teachers to focus on student needs and improving academic achievement. Atlas provides standards-aligned course goals, units of instruction, learning outcomes/standards, assessments, lessons, teaching resources and more, aligned and in one place. Our Dean of Academics reviews teachers' lesson plans weekly online, providing feedback and suggestions. Teachers are able to see one another's lesson plans and collaborate online.
- In the past two years we have made several staffing additions and changes to support student learning and our faculty:
 - In 2016-17, we added a new Dean of Academics position, promoted our former Dean of Students to assume the Vice Principal role (when the previous Vice Principal resigned), and added a Lead Teacher/Curriculum Coach position. The latter resigned the end of the year to pursue a career in coaching other schools, and rather than replace her, our Dean of Academics is assuming several of her responsibilities and we are adding two new positions:
 - In 2017-18, we have added a Testing Coordinator position to help facilitate our faculty's focus on data-driven instruction and student growth. The Testing Coordinator will oversee timely administration of benchmark assessments, collate and disaggregate data, lead data analysis with individual teachers and PLCs, and help coach teachers in using data to differentiate instruction for individual students.
 - As noted above, we have an open search to add a full-time ESL Teacher in 2017-18.
- Our administrative team (Principal, Dean of Academics, Vice Principal/Dean of Students, College Counselor (who is a certified teacher) and two Department Chairs (Humanities and Math/Science)) each visit classrooms to evaluate instructional practices, coach and

train teachers and set PD goals. The Dean supports and guides teachers to improve their lessons, identify individual student needs, and differentiate instruction. Through our PLC model, teachers also conduct peer observations and provide meaningful feedback. The teachers and administration remain focused throughout the process on the desired outcome of continually improving student learning.

- Also for 2017-18, we have added three new external partners to support student learning and support our faculty:
 - Our new after-school partner, Higher Ground, is providing tutoring four days each week after school at a ratio of 20:1 for up to 100 students each day through an ASES grant; this supplements bi-weekly teacher office hours each Tuesday and Thursday after school where our teachers are available to meet with individual and small groups of students. Adding Higher Ground now frees up our teachers from daily after-school tutoring commitments, so that Mondays and Fridays will now include collaborative planning time and PLCs after school, in addition to 2-2.5 hours of weekly formal professional development and staff meetings on Wednesday “early release” days. Following tutoring each day, Higher Ground is offering an array of engaging clubs and activities based on student interest to supplement our existing clubs (Student Council and Yearbook/Photography) and varsity sports teams.
 - Revolution K-12 is providing focused test prep support for both SBACs and SATs. In addition to comprehensive online interactive test prep software for these tests, Revolution K-12 is providing in-person tutoring daily after school for 20 students that our administration identifies as most in need of intervention on the SBACs, as well as two hours of weekly test prep for our entire junior class to prepare them for the SAT. Juniors will take five practice SAT tests on Saturdays throughout the fall.
 - Boys to Men, through a grant they received, is providing a comprehensive mentoring program for 15-20 of our most at-risk male students. (An effort is underway to start a similar program for girls.) This group meets weekly after school on Thursdays.
- Professional development is heavily focused on the effective use of our new tech-based tools to facilitate the use of formative and summative assessments, in and out of the classroom, for data-driven instructional planning and implementation, including differentiation. Monthly grade level and department level meetings facilitate collaborative vertical and horizontal planning with an emphasis on data analysis and differentiation of instruction as teacher exchange “best practices” and collaboratively identify specific student needs across different classes. Teachers receive training individually and in grade and department level groups on the use of assessment data. Additional PD and coaching is planned to help teachers analyze and interpret data, and then use it to identify and address individual student needs.

We also are increasingly focused on our growing English Learner population. Prior to our facilities move in 2012-13, BayTech’s enrollment was predominantly African American with approximately one-quarter Hispanic/Latino enrollment and a small percentage of English Learners (less than 10%). Since the move, our African American population has decreased as our Hispanic/Latino and English Learner populations have increased. In 2016-17, our 58 ELs (20%) included 42 Spanish

speakers, 14 Arabic, 1 Vietnamese and 1 Turkish.

	Total # ELs	% of Total Enrollment	%Reclassified
2013-14	16	7%	25%
2014-15	38	15%	6%
2015-16	58	20%	5%
2016-17	58	20%	21%

While several of our newly enrolling EL students each year are recent immigrants to the U.S. and speak little to no English, the number of Long Term English Learners (LTELs) has increased as well. For example, in 2015-16, half of the new 6th grade ELs we enrolled were already designated LTELs, bringing our LTEL total to 26 students. In 2016-17, seven out of 12 of our new 6th grade ELs were designated LTELs, for a total of 32 LTELs.

BayTech has made a focused effort on improving EL proficiency and reclassification rates, resulting in a 21% reclassification rate in 2016-17. In 2016-17, 65% of ELs demonstrated proficiency and annual growth on the CELDT, an increase from 35% in 2015 and 25% in 2014. But more needs to be done. Thus, we are continually implementing strategies to improve our ELD program and ensure structures are in place to help EL students learn to read, write, and speak English.

- New adaptive online curriculum, tech-integration, teacher PD and coaching have been a significant benefit for our EL students. Edmentum's ESL ReadingSmart supports teachers in differentiating instruction for ELs by enabling them to create customized lessons, collaborate with others, and measure proficiency within the same platform. We also implemented ReadingMate, which helps EL students develop proficiency in reading (as well as other students needing ELA assistance).
- To increase the progression of EL students, particularly the significant number of LTELs that enroll at BayTech, students who are Level 2 and above receive daily pull-out ELD support with our RTI teacher (who is BCLAD certified) in small groups (and soon will receive dedicated support from an ESL teacher). They also receive supplemental ESL ReadingSmart online curriculum for use outside of school.
- We have offered – and will continue to offer – increased time during teacher PD focused specifically on ELD standards, strategies, differentiation for ELs and data-driven instruction focused on EL proficiency development. During collaborative planning time, teachers discuss differentiation and intervention strategies that support EL student needs, based on data analysis (CELDT/ELPAC, online assessments, and benchmarks). Our EL Coordinator (the Dean of Academics) continuously reviews EL student data and collaborates with the RTI teacher to ensure that individual student needs are being met, particularly for hard-to-serve LTEL students.

- Knowing that peer interactions can have a profound impact on EL's language development, we encourage our strongest bilingual students to mentor and assist their EL peers through formal and informal tutoring, partnering during class and project-based work.
- A new focus specifically on LTEL students' unique and challenging needs includes determining what has prevented each of these students from reclassifying (MAP score, CELDT/ELPAC score, ELA grade, etc.). Domains of growth will be noted in their ELD portfolios. This information is then shared with teachers and a plan of action will be created to facilitate each student's growth and proficiency. If the student has an IEP, language goals and objectives will be carefully reviewed and incorporated into the plan. Once BayTech hires a new ESL teacher, we will determine additional steps we can take to support our LTELs in gaining proficiency through targeted pull-out support/tutoring, online curriculum, test prep and more.

We are confident that this continued focus on data-driven instruction, differentiation and teacher PD/coaching will help us continue to realize growth in the achievement of our students. We believe – based on recent SBAC scores, graduation rates and other data -- that these changes are creating a positive trend that will continue across grade levels and over the years as our students matriculate through BayTech.

Beyond academic success, we also note that our program is strong financially with “clean” audits with no findings every year and a growing reserve in excess of 3% every year. BayTech weathered the great recession and state deferrals – including a major facilities move in 2012-13 -- and is in a strong fiscal position. Enrollment continues to be at capacity with a significant wait list this year for the first time since our facilities move in 2012-13. Parent engagement is increasing, as are stakeholder satisfaction rates. Our governance and operations is also strong, led by an accomplished and experienced non-profit Board of Directors and experienced lead staff.

3. COMMUNITY MEMBERS ON BAYTECH'S BOARD.

Sewellyn Kaplan - *President* (March 1st, 2021 - present)

Sewellyn Kaplan is a former Special Education teacher and administrator in West Contra Costa. She is currently working as a literacy consultant across the U.S. as well as a supervisor of Special Education interns at Cal State East Bay. She is also a clinical professor of education at St. Mary's College of California. She is passionate about all educational opportunities for all.

Shannon Ortland - *Secretary* (October 2022 - present)

Shannon Ortland is the OUSD Board Appointed Director on the Bay Area Technology School Board of Directors. Ortland has more than 25+ in education. She is a leading expert in data driven instruction and served the Mount Diablo Unified School District of more than 35,000 students as their data and assessment coordinator. In July 2021 she accepted a new position at the Contra Costa County Office of Education as the Coordinator of Assessment, Research and Evaluation. In her role she serves more than 285 schools and 18 districts by providing technical support in the areas of assessments and educational services. She lives in Concord with her wonderful dog and is committed to making decisions based on student needs and outcomes.

Christina Filios Yiannakopoulos - *Director* (6/6/2022 - present)

Christina Filios Yiannakopoulos is the assistant director of secondary education at the Mount Diablo Unified School District. She has worked in education for more than 20+ years and has been an ELD and English Teacher, Vice Principal, Principal and district level administrator. She is passionate about ELD education and ensuring that students have access and choice in determining their future. She lives with her husband and two children in the Bay Area and can be found often in Oakland where she attends church. She holds an MA in Curriculum and Instruction and an MA in Educational Leadership.

Kevin Pardo CPA - *Treasurer* (6/6/2022 - present)

As a first generation college graduate, Pardo is interested in ensuring that others have the same opportunities that were presented to him when he was a student. Mr. Pardo lives in Hayward and is a tax executive with Roku in Palo Alto. Kevin has a BA in accounting and holds a CPA designation.

Lily Bramble - *Director* (4/10/2023-present)

Ms. Bramble has spent her entire life in the East Bay. She is a professional scientist working hands-on in the laboratory. She holds a BA in Health and Human Science with a Minor in Biochemistry. She is employed by Nano Precision Medical/ Vivani Inc. in Emeryville CA as a Research Operations Associate II. At work she plans, coordinates and executes preclinical animal studies.

Gemeny Givens III - *Director* (12/4/2023-present)

As an AI researcher and a strategy consultant, Mr. Givens III has an in-depth understanding of computational processes, algorithms and technology use cases; coupled with the ability to convey highly technical information to a variety of business stakeholders. Having worked deeply with AI research and corporate communications, he is able to bridge the gap between business needs and computational feasibility. His current work centers around tech education and the ethical development and implementation of AI technology.

Dr. Moon Li - *Director* (4/22/2024-present)

Dr. Qi Wen "Moon" Li is a Caltech Ph.D. educated scientist. As a first-generation immigrant, she moved to Brooklyn, NY at the age of seventeen. She was the first person in her family to finish high school. In college, she undertook summer research at Yale University through a Mark and Pearle Clements Internship Award. Additionally, she pursued research abroad at the Graz University of Technology in Austria as part of the National Science Foundation's (NSF) International Research Experience for Undergraduates (iREU) program. These experiences helped her secure an NSF graduate research fellowship for her doctoral studies. Post-doctorate, she worked at IBM and Intel. Dr. Li is committed to promoting easy access to nutrition and education, resources she did not have until she immigrated to this country. She lives in Oakland with her husband and two children.

B. PHILOSOPHY & APPROACH TO INSTRUCTION

1. VISION AND MISSION

Mission

Our newly revised mission statement reflects our commitment to our students: *Through a combined effort of staff, students, parents, and community BayTech students will learn the necessary skills required for college and career readiness by engaging in a rigorous curriculum emphasizing STEM. Our students will demonstrate core BayTech E.A.G.L.E.S. values and be equipped with the skill sets required to take on challenges and opportunities in the 21st century. “It’s going to be a great day at BayTech!”*

Vision

BayTech’s vision is defined by our Expected Schoolwide Learning Results, which encompass our definition of **an Educated Person in the 21st Century**. We believe that educated citizens of the 21st century must have a solid background in math, science, and technology, as well as history and literature. With such knowledge, they will be able to keep up with the rapid growth of science and technology, and be able to contextualize it and understand what it means. Such citizens require a lifelong love of learning that enables them to be self-motivated and competent achievers who can quickly adapt to an ever-changing world. In addition, these educated citizens must be effective communicators, adept at writing and speaking, and committed to the intellectual virtues of objectivity, honesty, critical thinking, and social and moral awareness. Finally, they must be problem solvers who are able to work productively and cooperatively in multicultural environments.

BayTech’s educational program is grounded in the belief that our nation's economic future will require a workforce highly-trained in STEM. The comprehensive science education provided by BayTech helps students acquire a whole set of necessary intellectual habits and attitudes that might well be called “scientific habits of thinking,” an important component of critical thinking. These beliefs have helped shape BayTech’s goals for students, which follow.

BAYTECH

Expected Schoolwide Learning Results



- E** **ffective Communicators Who Will:**
- Be able to ask and answer relevant, higher level questions.
 - Listen actively to varying points of view.
 - Utilize technology as a tool for learning and communicating.
 - Demonstrate skills of speaking, listening, reading, and writing for different purposes and in a variety of situations.
- A** **cademic Achievers Who Will:**
- Produce quality of work across the curriculum.
 - Be eligible for college by completing required coursework and equipped with the necessary skills to pursue and succeed in higher education.
 - Acquire and apply knowledge about new technology.
 - Apply research and analysis skills to form factual, fact based perspectives and responses.
- G** **oal-Oriented Students Who Will:**
- Earn a high school diploma and complete A-G requirements for college.
 - Pursue higher education or vocational goals / professional training.
 - Demonstrate time management skills to meet the academic deadline.
- L** **ifelong Learners Who Will:**
- Explore a variety of academic, athletic, artistic, and extracurricular areas.
 - Be open to discovery and develop an enthusiasm and interest for learning.
 - Be adaptive to a wide array of professional and cultural settings.
 - Be goal-oriented and understand the importance of continual goal setting.
- E** **xcellent Critical Thinkers Who Will:**
- Locate, gather, interpret, evaluate, and analyze data.
 - Define and analyze problems, propose, implement, and evaluate solutions.
 - Apply problem-solving skills to achieve a personal or academic goal.
 - Identify and use resources effectively to gather, communicate, and evaluate information.
- S** **ocially Responsible Students Who Will:**
- Be culturally aware and who will be understanding and appreciative of the histories and values of different cultures.
 - Be leaders within their community who contribute to the improvement of life in their school and community.
 - Demonstrate conscientiousness and honesty through personal and academic performance.
 - Has integrity and take responsibility for personal choices and actions.

2. INSTRUCTIONAL METHODS/STRATEGIES

We believe learning best occurs when students are actively involved in the learning process, have direct experiences with the physical world, and relate those experiences to what they are learning in

school.⁵ BayTech's rigorous, standards-based educational program uses inquiry-based activities to help students acquire core academic knowledge, critical thinking abilities, and problem-solving skills. Our program facilitates the development of communication, interpersonal, and other social skills through writing and oral presentations, which include both collaborative and individual work projects. Furthermore, our program is designed to help students attain organizational and study skills, which are crucial to becoming competent, lifelong learners.

- **Active participation.** Students must be given opportunities to construct their knowledge, sometimes through multiple encounters with a new concept. To develop conceptual understanding in constructivist settings, teachers act as facilitators of meaningful learning experiences. Students build on existing knowledge as facilitated experiences help them discover underlying concepts for themselves. This process deepens students' knowledge and stimulates their curiosity and passion for learning. Students learn how to learn, thereby developing the skills to become self-empowered learners.
- **Personalized learning environment.** Learning best occurs in smaller classes, where students are known by their teachers and instruction is personalized to match individual needs. Harvard University research shows that smaller classes produce substantial improvements in learning: the effect on minority children's achievement was approximately double that observed for non-minority children in the first four years of an experimental program in Tennessee.⁶ BayTech is a small school with a total enrollment of 300 students. This enables a student/teacher ratio of 26:1, allowing teachers to provide the individualized instruction and attention that help students learn at their own pace – a crucial component in student achievement.
- **Balance between academics and enrichment.** Experiential methods, such as the annual BayTech STEM EXPO, engage students and facilitate understanding of core concepts through hands-on, enriched learning opportunities – helping students connect classroom knowledge to real life situations. Academics combined with enrichment promotes a love of learning and an overall positive feeling about the school experience. Our after-school programs provide a safe place for academic and non-academic enrichment outside the regular school day.
- **Involved parents.** Parent participation is another important element in our educational philosophy. Students whose parents are involved in their education generally have better attendance, higher homework submission rates, higher grades, higher graduation rates and a greater chance of furthering their education. These outcomes are especially true for predominantly minority and/or low-income communities.⁷ Recognizing that educational success is best realized when the triad of student-teacher-parent/guardian is in harmony, BayTech strives to foster a collaborative partnership with parents and provide our youth with the support necessary to help them learn and reach their highest potential – intellectually, socially, emotionally, and physically.
- **Service learning.** Engaging in community service projects that are related to the curriculum help students become responsible, civic-minded citizens as they move from adolescence and school to adulthood and society. Students who serve in their communities better understand

⁵ D. Fortus et al, "Design-based science and student learning," *Journal of Research in Science Teaching*, v. 41, no. 10, pp. 1081-1110, 2004; S. B. Mertens and N. Flowers, "Middle school practices improve student achievement in high poverty schools," *Middle School Journal*, pp. 33-43, Sep 2003.

⁶ F. Mosteller, "The Tennessee study of class size in the early school grades," *Future Child*. Summer-Fall;5(2):113-27, 1995.

⁷ Cotton, K., and Wiklund, K. R. *Parent Involvement in Education. Close-Up #6*. Portland, OR: Northwest Regional Educational Laboratory, 1989 (ED 312 030).

the importance of being contributing members of society. Therefore, BayTech students are actively involved in various community service projects, such as a food drive for the Alameda County Food Bank, a clothing drive for refugees and community clean-up days.

C. INSTRUCTIONAL DESIGN

1. OVERALL CURRICULAR AND INSTRUCTIONAL DESIGN AND STRUCTURE OF THE PROPOSED EDUCATIONAL PROGRAM.

BayTech offers a college preparatory, comprehensive learning experience with effective site-based instruction and hands-on learning experiences that are relevant and inspiring for students. Tutoring, after-school programs, and school-to-university links supplement classroom instruction. BayTech provides a supportive and caring environment with small classes and strong student-parent-teacher collaboration. Our programs and policies highlight our deep commitment to graduating students who go on to college. Our program has four major components, including: Data-Driven Decision, STEM Focus, Life-Long Learning, and Rigorous Achievement.

Data-Driven Decision

Data-driven practices and habits are central to differentiating instruction (i.e., you can't fix what you don't know). Using data to identify and address students' learning needs is a schoolwide priority that has been integrated into Professional Learning Communities (PLC), staff meetings, professional development, and teacher planning and practices in the classroom. BayTech utilizes data from a variety of sources, including assessment and standardized tests. Because California's standardized testing occurs in the spring (and results are not available for adjustments in the current school year), our students are tested at the beginning of school and several times thereafter through other standards-based and large-scaled tests. Biweekly staff meetings at BayTech are organized by subject and grade level in PLCs, during which teachers identify learning needs and necessary instructional adjustments based upon the data results. Staff share best practices and discuss issues regarding academic and behavior support for students, such as tutoring, mentorships, Response to Intervention (RTI), IEPs/504 plans for students with special needs, homework load, differentiation, grading uniformity, long-term projects, curriculum alignment, and other issues. The meetings facilitate vertical and horizontal alignment of California Common Core State Standards (CCSS) and new Next Generation Science Standards (NGSS), ensuring no standards are missed.

Identifying Low-Achieving Students Through Computer-Adapted Tests

Campus-wide tests measure students' performance levels based upon the CCSS. They also measure analytic ability, critical thinking, synthesis, and other important learning skills. Teachers use these results to identify what content has been learned; diagnose instructional needs; monitor academic growth over time; differentiate instruction; and place students into appropriate courses. Testing provides a valuable resource to identify students for remediation and intervention, but is not used as a basis for promotion. The following assessments are used.

- **Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP).** NWEA computer-adapted tests, called MAP, are used to evaluate student learning and differentiate instruction accordingly. MAP is administered at the beginning and end of the school year (in English Language Arts and Math) to students in grades 6-11, which enables

progress monitoring through to graduation. Test results are received within 24 hours, facilitating rapid diagnosis and lesson planning. Results determine individual student levels, pinpoint where support is needed, and inform instruction. Teachers meet with students to share results and discuss goals for the next MAP test, along with what students must do to achieve them.

With a large norm reference group (more than two million), MAP reports provide highly accurate feedback on student performance. The assessments adapt to each student's ability, measuring what has already been learned, and what still needs to be learned. Within each subject area, student performance can be identified as: 1) Proficient and growing; 2) Proficient and not growing; 3) Growing but not proficient; and 4) Not growing and not proficient.

- **Interim SBAC Block Tests.** Interim SBAC block tests are now administered four times a year (before progress reports) in an effort to increase student achievement on the CAASPP. Interim SBAC block tests provide information on student progress on the various sections of the SBAC, along with disaggregated student data. The data help teachers establish targets for student support and track their progress in preparation for the CAASPP summative test. Results guide differentiated instruction and determine where resources should be allocated to help close the achievement gap.
- **Edmentum Accucess.** We administer this diagnostic exam for reading, writing and math at the beginning of each year. This computer-adapted, online diagnostic assessment test, enables quick identification of a student's strengths and learning needs in reading, writing, and math. Subject specific, the assessment starts with a question at the specified grade level, followed by more questions to determine conceptual understanding; these are adjusted up or down as needed. Once learning needs are identified, the program prescribes content to fill the identified learning gaps. Accucess helps teachers to personalize instruction and enable students to receive more targeted tutoring and academic programming.

Differentiated Instruction

BayTech is well-equipped to meet the needs of a diverse student body with multiple learning styles. In 2015, BayTech entered a partnership with Edmentum, an educational company that provides a variety of online educational programs that support individualized learning for every student, including curriculum, assessment, reading, and intervention tools for teachers and students. BayTech utilizes a rotational blended learning model, where students attend their classes daily, but receive 30% of their direct instruction and homework through Edmentum. Students control their own learning and pacing, which facilitates an individualized learning style. Students can ask questions of their teachers, replay a lecture when needed, and retake a test or quiz to improve. The Edmentum programs utilized include *Plato Courseware*, *Study Island*, *ReadingMate* and *ESL Reading Smart*.

- **Plato Courseware:** Contains over 300 hundred middle school, high school and advanced level courses, including ones for credit recovery. Teachers can offer a wide range of programs from the course list, and students can choose electives and advanced level courses that would not be provided otherwise in a regular school schedule. Students are also able to take credit recovery courses at their own pace to complete their credit deficiencies and improve their grades.

- **Study Island:** Provides a vast test bank tool that teachers can use to reinforce and advance students' learning. Study Island can be used for pre-test, post-test, and benchmark tests.
- **ReadingMate/ESL Reading Smart:** A reading tool for both English Learners and other students, BayTech has been using the ReadingMate tool for SSR (Silent Sustained Reading) hours, and ESL Reading Smart for direct instruction ESL courses for our EL students.

Students are assigned class activities based on their identified levels (as determined by computer-adapted assessments). Additionally, in-class assessments are used to determine students' levels of understanding. The Lead Teacher/Curriculum Coach (added to the staff in 2015-16) helps teachers to identify individual student needs, improve their lessons, and add appropriate differentiation, thus ensuring lessons are accessible to students with various learning differences, diagnosed and otherwise. Teachers differentiate instruction daily per their students' cognitive and social needs, utilizing strategies that include tiered assignments, interest centers/groups, independent projects, flexible grouping, and varying questions.

Students who are achieving substantially below grade level are identified through multiple assessments including: MAP Tests, Edmentum Accusess, interim SBAC block tests. BayTech uses the Edmentum online suite of educational programs to help teachers differentiate instruction for students not meeting their growth targets, including *Plato Courseware*, *Study Island*, *ReadingMate* and *ESL Reading Smart*. Edmentum programs support individualized learning and include curriculum, assessment, reading and intervention tools for teachers and students. BayTech incorporates a rotational blended learning model, where students attend their classes daily but receive 30% of their instruction and homework through Edmentum's Plato Learning Environment. This empowers students to take control of their learning and pacing, and supports their individualized learning styles. Students can ask questions of their teachers, replay a lecture, and retake a test or quiz as needed.

Early Intervention

BayTech is committed to helping each student achieve his or her full potential. We identify low-achieving students in the first weeks of the academic year and implement early interventions where indicated. At-risk students are identified through home language surveys, student records, parent and teacher feedback, and assessments, among others. Additionally, the PLCs engage in data-driven activities throughout the year to ensure ongoing proactivity in identifying at-risk students and any requisite interventions. Placements and support strategies are determined through assessment results and parent/teacher recommendations. These may include academic intervention/enrichment classes, EL teaching strategies, appropriate accommodations/modifications, Least Restrictive Environment, and after-school tutoring, among others. For students that struggle academically, an individualized learning and academic intervention plan is developed by the student, parent and teacher. The plan includes benchmarks toward academic progress and proficiency. Academic interventions are targeted and data is used to monitor students' academic progress. Discussion of progress (or lack thereof) occurs during department and grade level team meetings.

Free individual and group tutoring, individual teacher mentoring and support, after-school programs, homework clubs, home visits, motivational guest speakers, parent meetings, university and college visits, and field trips are utilized to support the student and the family in a holistic

manner. The Silent Sustained Reading (SSR) period is used for English Language Arts and Math tutoring for students who are not achieving at grade level; students are grouped per ability and needs. Students also attend tutoring during 7th Period. Student progress is tracked through assessments, with the goal of attaining at least one year's academic growth within the school year. Parents are invited to meet with their child's teachers and are encouraged to participate in their child's education; and they are provided with tips and training to help them do so with efficacy.

Resources are used to bolster support for students needing intervention, such as Edmentum Intervention Services, which was purchased to address the needs of students not meeting their target growth on benchmark assessments. In addition, BayTech supports small class sizes, which enhance each teacher's ability to provide individual attention and targeted instruction, and monitor their students' progress more effectively.

Math/ELA Enrichment/Intervention Classes

For students achieving substantially below grade level in math or English, BayTech offers Math/ELA Enrichment/Intervention classes. Teachers use educational materials that provide review and re-teach programs. Edmentum and Khan Academy programs allow teachers to monitor the progress of students who are achieving below grade level through software generated tests and personalized instructional materials (which are based on California CCSS that have not been achieved).

After-School Tutoring

BayTech provides an educational environment that includes individualized academic support through its after-school tutoring program. Starting in 2017-18, BayTech has contracted with Higher Ground to provide comprehensive after-school tutoring and enrichment services four days each week (other than Wednesday early release day). We also have partnered with Boys to Men to provide an engaging mentoring program once weekly for 15-20 of our most at-risk male students. Finally, Revolution K-12 is providing daily tutoring for 20 of our most in-need students on SBAC test prep, supplemented by their comprehensive interactive test prep software, as well as weekly tutoring for our entire junior class on SAT prep. Also new in 2017-18, all student athletes will be required to attend once weekly tutoring during their varsity season to ensure these students are staying on track and continuing to set a strong example for their peers.

Tutoring is structured to fit each student's needs and maximize his or her potential. Thus, some students may receive tutoring one afternoon a week, whereas others may receive tutoring daily. The tutoring program is open to all students who need or desire assistance, not those who are classified solely as low-achieving. Tutors are available upon request to students performing at or above grade level. Tutoring sessions generally occur after school but may also be scheduled on weekend days, depending on student and parent need. Edmentum's Plato Learning Environment and Khan Academy programs are utilized to provide personalized worksheets adjusted to each student's needs.

STEM Focus

In agreement with the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO), BayTech believes that an educated citizen in the 21st century must have advanced skills and understanding to participate and work productively

in a technologically-oriented and global environment.

To help students achieve their maximum potential, BayTech provides a rigorous, relevant and college preparatory curriculum. Our educational program emphasizes science, technology, engineering and math (STEM); though it also provides solid instruction in humanities and social sciences to educate the whole child. Our program relies significantly on the innovative use of technology to increase student learning and achievement. In our contemporary era of technology, every school has computers and uses them for educational purposes. However, the important issue is how effectively they are used. Research indicates the use of technology in education will result in “good” learning only through successful implementation.⁸ Our use of technology with a STEM-focused curriculum includes the following highlights.

- **Technology** is integrated into instruction, bringing new life to the classroom and engaging students in their learning for fully. BayTech provides a high-speed Internet connection throughout its campus, in addition to a computer lab. Beginning in 2015-16, each classroom was equipped with a set of digital devices for students to use on a one-to-one basis. Students are assigned a device number to be used in every single room. When teachers use Edmentum for their classes, students take the device with their assigned number and login with their own individual account. The devices allow students to access all Edmentum programs, Khan Academy, COOLSIS (online information system), Google Drive and Google Docs, and any other online tool utilized by their teacher. Most student assignments are accessible online, outside of school, which has improved communication between student, teacher, and parent.
- **Math** courses provide a comprehensive scope and sequence to address the diverse skills, interests and backgrounds of all learners. Students are assessed for current knowledge and skill level, and placed in the appropriate class. Those with little math background are supported with remediation and intervention. Students with a strong background are provided with enrichment opportunities and advanced courses.
- **Science** courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. Students gain classroom experience in applying scientific inquiry and reasoning to real-world problems, which will provide a clear advantage when they are exposed to issues that require similar thought and reasoning processes as adults.
- **Advanced courses** are offered to spur interest and prepare students for STEM-related careers. Science classes employ technology in laboratory exploration and experimentation. Computer simulations assist in expanding lab opportunities across all grade levels. Teachers use inquiry-based approaches effectively to engage students in the learning process and foster high levels of interest. Students’ observations and reflections are the key factors for maximum learning results through hands-on instruction.
- **Critical-thinking skills** are enhanced as students work on inquiry-based activities and projects outside of the classroom. BayTech organizes an annual school-wide science fair and history fair, in which all students participate. Students then move on to participate in regional and statewide science fairs.
- **Instructional aides** are used to spur interest and enhance teaching and learning practices in math, science and technology, as well as basic engineering skills. Skills in programming, physical coordination, and sequencing are developed using these tools.
- **Peer tutoring** challenges both high- and low-achieving students.

⁸ Papert, S. & Turkle, S. (1993). Styles and voices. *For the Learning of Learning of Mathematics*, 13, 49 - 52.

Life-Long Learning

The scale of current economic and social change and the rapid transition to a knowledge-based society are all challenges which demand a new approach to education and training, within the framework of life-long learning. Life-long learning is defined as “all learning activity undertaken throughout life, with the aim of improving knowledge, skills and competence, within a personal, civic, social and/or employment-related perspective.”⁹

Every student has the potential to learn and excel. However, some students might not realize their potential yet, or have the requisite vision and/or supports in place fully to excel. In August 2017, our partners from Cultura y Bienestar (Culture and Wellness), a project of La Clínica de La Raza in collaboration with La Familia Counseling Service and Tiburcio Vázquez Health Center, provided a comprehensive training for our entire faculty and staff on Trauma with School-Aged Children. We will continue to facilitate teacher training in this area. BayTech’s instructional program is designed so that students are surrounded by role models who provide vision and guidance. Students are motivated to focus on their individual learning and gain self-confidence through the discovery of their potential.

We further provide a comprehensive counseling and guidance program aligned with the American School Counselors Association (ASCA)’s National Model for School Counseling Programs. Bay Area Technology School has hired a full-time support counselor in order to address the student’s social/emotional and personal needs. The Counselor regularly refers students and families to counseling, social services and other supports through organizations such as La Clinica, La Familia, Tiburcio Vasquez Health Center, Alameda County Behavioral Health Services, Alameda County Social Services, Berkeley Mental Health Division and the Alameda County Medical Center’s Psychiatric Outpatient Services, we aim to incorporate more social-emotional development and support for our students into school life. The Counselor has been working to support students by offering them various opportunities to express their needs and concerns. The counseling program works toward building a safe and supportive environment. Students are supported with conflict resolution, peer challenges, and bullying prevention. The top 5% at risk students are offered one-on-one and group counseling, mediation and restorative justice once a week. Counseling is used as a supportive tool for students but it also serves as a preventative measure to keep students from expressing harm towards themselves and others. Walk ins are open and available to all students if needed. Students who may be struggling with behavior and are having issues with other students are seen by the counselor in order to receive guidance and support to help them make safe decisions. With the help from teachers, parents, and the Vice Principal/Dean of Students; the Counselor strives to ensure an overall safe school environment for all students.

Within the Counseling program, Restorative Justice is being utilized as a tool to help students deal with conflict and as a way to settle their differences within a safe and supportive setting. Restorative Justice meetings are held as needed and are open to all students. Restorative Justice is an approach to justice that focuses on the needs of the victims and the offenders, as well as the involved community. This contrasts to more punitive approaches where the main aim is to punish the offender. Restorative Justice focuses on repairing the harm that was done through cooperative processes that include all stakeholders.

⁹ Source: http://www.esac.org/articles/2007_08_005.pdf

For the past four years, Next Generation Momentum Group provides an all-day annual workshop for our middle grades students, focused on empathy, building understanding, bullying and depression issues. This program addresses personal/social, career, and academic needs for all grades, including responsive services and individual student planning.

High Expectations

Numerous research studies have shown that high expectations yield better results at schools. The Every Student Succeeds Act (ESSA) of 2015 requires states, districts, and schools to hold high expectations for all students, teach them to high academic standards, and work to improve outcomes for low-performing groups.

BayTech expects and strives to support all students to graduate from high school prepared for college and career-ready. The student grade groups at BayTech are named after colleges and universities to normalize the goal of college attendance and encourage students to strive for college acceptance. BayTech expects our graduates to:

- Attend a four-year college and pursue a career, preferably in STEM fields.
- Possess the qualities and character of educated citizens of the 21st century.

To ensure students are on a college- and career-ready path, a 4-Year Plan is developed collaboratively with each student at the end of 9th grade. Students and parents meet with the College Counselor and Academic Dean to review the student's readiness for high school and map out the courses he or she will take in high school. This academic plan is reviewed periodically and parents are notified of student progress toward graduation.

College Preparation and Counseling

BayTech prepares all students to be college and career ready with a rigorous and broad curriculum grounded in the core academic disciplines, but also consisting of other subjects that are part of a well-rounded education. Our programs and policies highlight our deep commitment to graduating students who go on to college. Our educational program focuses on strengthening basic academic skills in middle school, which then build a solid foundation for the college preparatory program offered in our high school. Academic preparation alone is not enough to ensure postsecondary readiness, but it is essential in establishing a pathway to college, careers, and life in the 21st century. Key features of our college- and career-going culture include:

- A-G curriculum that fulfills University of California (UC) and California State University (CSU) requirements (our graduation requirements exceed A-G requirements)
- 4-year academic plan that lays out the classes a student will take each year during high school
- Dual/concurrent college enrollment program supported by Berkeley City College, Merritt College, and Laney College that allows students to receive college credit while at BayTech
- Advanced Placement (AP) Courses
- Comprehensive college counseling
- Continuous career counseling, career days, college fairs, college visits, and guest speakers
- Preparation for college admissions exams, such as SAT classes (Revolution K12)

- Online tool to create a multi-year academic plan and track graduation requirements, with an opportunity to explore careers and colleges. (Navience)
- Individualized one-on-one tutoring sessions

Students are encouraged to begin thinking about professional opportunities through counseling and exposure to careers. When students are able to identify career areas early, and when the school provides a curriculum that enables them to pursue their interests, their motivation grows.

Based on parent feedback, we are working to streamline our calendar of college education and awareness events, including college tours to local campuses and on-site visits from college representatives, and provide better advance communications to families about these opportunities. We also are creating a more streamlined and concise 4-Year Plan format that will be more individualized for each student and easier for families and students to understand.

We also are working to increase our college and career prep activities for students to ensure they are well-prepared for life after BayTech. Our juniors identify potential summer internships and job opportunities and prepare formal resumes and cover letters, culminating with mock interviews with our Vice Principal.

Home Visits

Research has shown that one of the keys to successful teaching and learning is creating personal connections with students inside and outside of school.¹⁰ Knowing students' outside interests, their families and home routines – and then using that information to connect in meaningful, individualized ways – can reap huge rewards in developing happier, healthier, and more successful youth. Recognizing this, home visits are an important feature of BayTech's education program: to improve student and school performance; and to identify and intervene early with low-achieving students.

Recently, the Home Visit Program has increased in participation, with more anticipated growth the coming years. This voluntary program encourages teachers and staff (in pairs) to conduct visits to students' homes in order to establish stronger bonds with the students and their families, learn more about the student's home experience, communicate with parents about school expectations for the student's success, answer questions and more. Teachers/staff receive a small stipend for each visit they conduct. These visits have led to a noticeable increase in parent engagement in their student's success and participation in school life, as well as stronger relationships between students and their teachers. BayTech teachers visit students and their parents (on an as-needed basis) in their homes to enhance learning and involvement. Family visits offer invaluable insights about students and can provide greater understanding about their learning styles. Visits also provide information specific to students' emotional and social needs and behavior; for example, if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers learn about students' interests and concerns (e.g., a new hobby, an upcoming trip, a change in the family). One of our science teachers, who is the coordinator of our STEM EXPO program, last year conducted more than 70 home visits; our Dean of Academics conducted 10 home visits for 12th grade students to engage families specifically in conversations about post-graduation goals and plans. Ultimately, we would like to see all students have a Home Visit at least once as a matter of course. BayTech staff uses an "Activity Module" in its school information system (CoolSIS) to plan and record home

¹⁰ Source: http://crede.berkeley.edu/products/print/pract_briefs/pb1.shtml

visits.

Field Trips And Guest Speakers For Motivation

BayTech students go on various field trips throughout the school year. Field Trips offer an exciting way to learn and provide opportunities for students to gain insights and knowledge that cannot be fully gleaned from regular classroom instruction. Field trips are an integral part of our curriculum and are as essential to our program as textbooks, equipment, and other instructional devices and teaching/learning strategies. Field trips bring real-world experience to students and enhance their classroom studies, allowing them to learn in their own way. Whether visiting a research laboratory, a university campus, meeting with scientists or listening to a guest speaker – these experiences can spark new interests and motivate students along the pathway to being college and career-ready, particularly when they meet someone who shares their culture and becomes a role model. While most field trips are related directly to specific, academic curricula, they may also address the need for intra- and inter-personal growth. That is, field trips may sometimes be designed to promote social and emotional development, and to support the "whole" child.

RIGOROUS ACADEMIC ACHIEVEMENT

BayTech's instructional program is rooted in the belief that all students can learn and excel. Toward this end, some students need enhanced academic challenges and opportunities to fully develop their skills and talents. BayTech strives to provide every student with the means to reach his or her full potential. AP classes are offered for advanced students and online resources allow for advanced students to move ahead and find more challenging material.

Advanced Placement (AP) Courses

BayTech offers Advanced Placement (AP) courses depending on student need and interest. AP courses are college-level courses, taught with college textbooks and exams, that give students an opportunity to earn college credits while in high school. Students who pass the corresponding AP exams get college credit for the courses when they enter their freshman year. The following is a list of AP courses BayTech has offered:

- AP English Language and Composition
- AP English Literature and Composition
- AP Biology
- AP Chemistry
- AP Physics
- AP Computer Science
- AP Calculus
- AP World History
- AP US History
- AP American Government

Dual Enrollment

Dual enrollment is a program that allows eligible high school students to enroll in a college course and receive both high school and college credit simultaneously. Dual enrollment eliminates the duplication of coursework between high school and college, allowing students to earn their college degree in less time, save money, and experience the college environment. Junior and senior high school students who have demonstrated academic, personal, and social maturity are eligible to

participate. BayTech collaborates with the Peralta College system, including Laney College, Merritt College, College of Alameda, and Berkeley City College. Courses include Statistics, Physics, Human Anatomy, African American History, West African Dance, Japanese and Economics.

2. CURRICULUM SUPPORTS IMPLEMENTATION AND ENSURES STUDENT MASTERY OF THE CA COMMON CORE STATE STANDARDS (CCSS) AND OTHER STATE CONTENT STANDARDS.

The school leadership and faculty of BayTech ensure that all students are provided with a rigorous, relevant, coherent, standards-based college-preparatory STEM curriculum that supports the vision and mission, academic standards, and goals of the school. While the curriculum concentrates on a hands-on approach to STEM subject areas, the school also provides a solid education in humanities and social sciences to educate the whole child.

In 2015-16, we adopted a rotational model, blended learning approach with new online, interactive curriculum through Edmentum to increase the rigor of the English Language Arts program in particular, and personalization that meets students where they most need development, including for English Learners. We began implementing Chromebook usage in classrooms instead of a dedicated computer lab; each class now has a Chromebook for every student, along with more powerful desktops available for coding and other advanced classes. Our faculty is better able to integrate supplemental and differentiated instructional resources with readings, lectures, videos, music, art, and other materials to deliver content. We provided training for all faculty on using this software and integrating Edmentum into the curriculum; this effort gained strength in 2016-17 as usage of the program increased significantly across classrooms and grade levels. Most importantly, our students now benefit from interactive, personalized online curriculum through Edmentum and starting this year, test prep with Revolution K-12.

Our curriculum is CCSS-aligned, which establishes consistent and clear education standards that prepare students for success in college, career, and the competitive global economy.

- **Science/Technology/Math (STEM):** BayTech’s curriculum immerses students in the scientific method and encourages them to use computers and the Internet to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. In the process, students become self-reliant, independent problem-solvers. In keeping with the STEM emphasis at BayTech, advanced courses are available in these subjects.
- **Language Arts:** The curriculum is literature-based with fluency practice in reading and writing. Conventions of writing are emphasized daily in written homework and lab assignments. Students taking advanced foreign language are encouraged to study works written in that language, e.g., Spanish.
 - **Writing:** An important vehicle for learning, BayTech students are given frequent writing assignments to reinforce learning and enhance understanding. We believe that every student must be able to express themselves clearly through writing, in every subject. As the common core writing standards¹¹ phrase it, “For students, writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying

¹¹ Source: http://www.corestandards.org/assets/CCSSI_ELA%20Standards.pdf

what they have experienced, imagined, thought, and felt.”

- **History/Social Science:** Courses are inquiry-based; and topics involve real-world problems, with a focus on local current events, history and culture. In accordance with the National Council for the Social Studies,¹² social studies courses aim to prepare students to identify, understand, and work to solve the challenges facing our diverse nation in an increasingly interdependent world. Citizenship education helps students acquire and learn to use the skills, knowledge, and attitudes that prepare them to be competent and responsible citizens throughout their lives. Such citizens are informed and thoughtful, participate in their communities, are involved politically, and exhibit moral and civic virtues.
- **Art:** BayTech offers courses and clubs in art, music and technology. Study of the arts is enhanced through its integration into other subjects, such as: *The Physics of Sound and Music*, *The Art of Fractals and Snowflakes*, *Design Elements in Art* (analysis of Marc Chagall’s work in Technology courses); *Design on the Frontier* (simulated quilt construction in the eighth grade American History course); *Japanese Papermaking and Kite Design* (World History and Cultures); streamline and deco design (used in automobile styling); and film robots described in science fiction literature (as part of the technology and robotics lab). Students are not just “cultural tourists,” but instead become immersed in culture and diversity through daily discussion, projects and guest speaker presentations.

Teachers develop curriculum maps at the beginning of each school year, defining clearly the course objectives with alignment to California CCSS and students’ needs based upon CAASPP and MAP test results. They develop weekly lesson plans that outline: objectives, use of academic language, use of various instructional strategies, and assessments that check for understanding. BayTech teachers are guided by the following standards in curriculum and lesson planning:

- Learning objectives are clearly stated for students.
- Exemplars are provided to guide and inform students.
- Multiple measures are used, including formal and informal formative assessments.
- Students are given specific and immediate feedback about their learning.
- Assessment data informs ongoing instruction modification and curriculum revision.

Teachers post their lesson plans via the Atlas Lesson Planning system (implemented in 2016-17), which allows them to collaborate and view other teachers’ plans. Atlas also provides reports of the California CCSS being taught in each class, enabling BayTech administration to verify curricular coverage of the standards.

The Dean of Academics meets with each teacher at least once a month for guidance and mentoring; lesson plans are reviewed weekly via the Atlas system, with continuous feedback and revision. The entire Administrative Team works closely with teachers in their PLCs and during weekly early release time to strategize curriculum choices, instructional practices, assessment methods, and reflection on their teaching practice and also helps teachers to identify student needs, improve their lessons, and add appropriate differentiation, thus ensuring lessons are accessible to students with various learning differences, diagnosed and otherwise

¹² Source: <http://www.ncss.or/positions/powerful>

As noted above, BayTech teachers meet regularly in departments and grade level PLCs where they share best practices, receive feedback, and collaborate on horizontal and vertical alignment of the CCSS across grades and subjects. Curriculum revision and refinement processes are continuous and collaborative, and are based upon student performance assessments and data. These processes continue in the summer and at the beginning of the school year as part of comprehensive in-service programs.

Teachers design instruction that engages diverse learners in active learning through meaningful, real-world activities. This is accomplished through instructional approaches such as differentiation, scaffolding, brain-based learning, authentic multi-level teaching and learning, workshop teaching, and multiple intelligences. BayTech teachers use a wide variety of strategies¹³ to shape instruction and include: 1) Identifying similarities and differences; 2) Summarizing and note taking; 3) Reinforcing effort and providing recognition; 4) Homework and practice; 5) Nonlinguistic representations; 6) Cooperative learning; 7) Setting objectives and providing feedback; 8) Generating and testing hypotheses; 9) Cues, questions, and advance organizers.

Middle School Curriculum

In grades 6 through 8, students take required core courses in Mathematics, Science, English Language Arts and History-Social Science. In addition, the following courses are offered as part of the comprehensive education program, depending on student need/demand and availability of teachers and resources:

- Languages Other than English
- Visual and Performing Arts
- Physical Education/Health
- Computers and Technology
- Math/ELA Enrichment
- Life Skills
- Other elective courses

High School Curriculum

One of the cornerstones of BayTech's academic vision is that science is a central factor in understanding the world. Science has the power to help students discover interesting and exciting facts about the world, as well as themselves. As a college-preparatory school, BayTech considers the various factors that lead to post-secondary success. BayTech's high school curriculum meets all California State Minimum Course Requirements for high school graduation and the "A-G" requirements of the University of California system. Two reliable predictors are high school achievement in advanced science and math courses, and writing ability.

Our core high school curriculum offers courses in Mathematics, Science, English, and History/Social Science. In addition, students are required to take:

- Physical Education
- Foreign Language
- Visual & Performing Arts

¹³ Marzano, Robert J., Deborah Pickering, and Jane E. Pollock. Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement Alexandria, Va.: ASCD, 2001.

- Computer/Technology
- Electives

High school students also undertake a community service project.

English Language Arts (Core, College Preparatory)

The ELA curriculum is based on California Common Core State Standards for English Language Arts, along with the *Reading / Language Arts Frameworks*. Teachers engage in vertical articulation, and collaborate with their peers in other subjects to integrate ELA strands into other core classroom learning. All faculty emphasize close reading and informational text, aligned with grade level expectations in the standards. The curriculum is based on state adopted textbooks, online interactive learning via Edmentum's Plato Courseware, approved reading lists, and teacher-created curricula using a variety of resources to enhance student learning.

Grades 6-8

In middle school, students are expected to grapple with different texts and analyze the development of arguments throughout each text, comparing and contrasting the writer's argument, and analyzing the validity of evidence presented. Students read rigorous fiction and non-fiction texts, prose and poetry, including Shakespeare in 8th grade. Our faculty continuously differentiates and scaffolds instruction to ensure that each student is able to meet grade level standards, with the goal that all students complete 8th grade at or above grade level in reading.

Students in middle grades, in accordance with CCSS for the grade levels, learn to diagram complex sentences, engage in close reading of complex content, debate and discuss what they have read, and self-assess their own writing and analysis. Central to the students' progress in grades 6-8 as they enter secondary education and prepare for high school curriculum is the use of evidence to support a thesis. Our students practice this skill repeatedly while being supported with targeted instruction and intervention.

In addition to reading and writing, ELA and other core subjects include specific emphasis on listening and speaking skills, including students' term-end Presentations of Learning. Students are taught that active, effective listening is a habit to develop and the foundation of effective communication. Students have continuous opportunities to practice speaking clearly and using complete sentences during formal oral reports and presentations. Teachers develop specific rubrics based on ELA and ELD standards that they share with students in order to communicate expectations. These rubrics provide students with an understanding of the components of effective speaking enabling them to reflect on their own performance and from the presentations of their peers.

Grades 9-12

English 1 [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits]

This course will provide a foundation and a launching pad for the student's high school career. Skills taught include grammar, punctuation, vocabulary development, sentence structure, paragraph structure and development, essay and memoir writing, public speaking, in depth analysis and discussion of various literary works and through researching informational materials, and reading

comprehension, preparing students for a variety of academic challenges. In-depth vocabulary study in preparation for SAT will begin. Literature will include poetry, memoir, drama, short stories, and novels. Students will understand the use of figurative language and complex literary devices; and elements of voice, character, conflict, tone, and theme. Students will write coherent and focused essays that convey a well-defined perspective and tightly reasoned argument, using clear, precise language.

English 2 [Prerequisites: English 1] [Grades: 10th] [Credit: 10 Credits]

Tenth Grade Language Arts at BayTech will use World Literature to focus our minds upon learning of the world and its place in history. Students will develop their skills in reading, thinking, writing, listening, and speaking through in-depth study of world literature in a variety of genres and through researching informational materials. The course of study complements the student's study of world history in the tenth grade. Students will develop their personal vocabularies and demonstrate understanding of word meanings (literal, figurative, denotative, and connotative) and word origins, including words from Greek, Roman, and Norse mythology.

This course will serve as a wide survey course, but preparatory for future survey-style literature courses in both upper division high school classes and college settings. As well, we will be working quite heavily on test preparation with a mind to such as AIMS, SAT, PSAT, and COMPASS tests. During the year, students will read copiously, write critically, and even draft a college entrance essay.

English 3 [Prerequisites: English 2] [Grades: 11th] [Credit: 10 Credits]

Students will read and respond to historically or culturally significant works of American literature, analyzing recurrent themes in depth. Focus is also on characteristics of subgenres (e.g., satire, parody, and allegory, pastoral), analysis of irony, tone, mood, style, voice, imagery, and figures of speech. Readings will trace the development of American literature from the colonial period forward, contrasting major periods, themes, styles, and cultures, as well as philosophical, political, and social influences of each period. Readings will enhance students' study of U. S. history in the junior year. Juniors will have a rigorous composition experience as well as undertake an in-depth study of American writers and literary trends to answer the essential question: How does American Literature reflect and shape the national identity and culture of the United States? Students will write analytical essays and personal responses to the literature read from the genres of novels, dramas, short stories, and poetry. Vocabulary study in preparation for SAT will continue.

English 4 [English 3] [Grades: 12th] [Credit: 10 Credits]

This course will include a survey of British Literature from Beowulf to the Elizabethan Period, use various methods to both read and understand the world view of the writers who wrote during this period. In addition students will be required to do a major project during each term. This course provides accelerated preparation for college by focusing on refining and mastering skills in writing, reading, literary analysis, speaking, and listening. Reading assignments will focus on critical reading skills in mainly British literature. Students will write a variety of papers, ranging from literary interpretation to college application essays. Through the use of selected readings, films, recordings and guest speakers, students will explore answers to the essential question: How does literature reflect culture and self? Class discussion is an important aspect of the course. Students are encouraged to learn by participating in the development of concepts and the solutions of problems. The student's ability to criticize and analyze will be challenged in term projects/papers,

essays, tests, and presentations. Vocabulary study in preparation for PSAT will continue.

AP English Language and Composition [Prerequisites: English 1 + teacher's approval] [Grades: 10th, 11th, 12th] [Credit: 10 Credits]

An AP course in English Language and Composition engages students in becoming skilled readers of prose written in a variety of periods, disciplines, and rhetorical contexts, and in becoming skilled writers who compose for a variety of purposes. Both their writing and their reading should make students aware of the interactions among a writer's purposes, audience expectations, and subjects as well as the way generic conventions and the resources of language contribute to effectiveness in writing. The curriculum emphasizes the expository, analytical, and argumentative writing that forms the basis of academic and professional communication, as well as the personal and reflective writing that fosters the development of writing facility in any context. Students are encouraged to place their emphasis on content, purpose, and audience and to allow this focus to guide the organization of their writing. The goals of an AP course in English Language and Composition are diverse because the college composition course is one of the most varied in the curriculum. The course often allows students to write in several forms – narrative, exploratory, expository, and argumentative – on many different subjects from personal experiences to public policies, from imaginative literature to popular culture.

AP English Literature and Composition [Prerequisites: English 1 + teacher's approval] [Grades: 10th, 11th, 12th] [Credit: 10 Credits]

An AP English course in Literature and Composition engages students in the careful reading and critical analysis of imaginative literature. Through the close reading of selected texts, students deepen their understanding of the ways writers use language to provide both meaning and pleasure for their readers. As they read, students consider a work's structure, style, and themes as well as such smaller-scale elements as the use of figurative language, imagery, symbolism, and tone. The course includes intensive study of representative works from various genres and periods, concentrating on works of recognized literary merit. The pieces chosen invite and reward rereading. Reading in an AP course is both wide and deep. This reading necessarily builds upon the reading done in previous English courses.

Creative Writing: [Elective] [Grade 11] [Credit: 5 credits]

The ability to communicate clearly and effectively in writing is one of the most crucial skills for success in college and the vast majority of workplaces. The ability to convey thoughts, feelings, facts, and opinions through the written word allows for an individual to create plans, collaborate with coworkers and express him or herself. To that end, students engage in writing across a multitude of tasks and prompt to find their voice and create a portfolio of polished and revised writing samples, which can be, used with or on college applications and workplace resumes.

English Language Development/English as a Second Language

In all grade levels, based on their level of English fluency, English language learners will collaborate with their peers in small groups by exchanging information and ideas at the emerging and expanding levels of proficiency. Teacher-led small group discussions cover a variety of topics about myths and legends, poetry, biographies, and current events that emphasize speaking and listening skills. Students will also expand their English vocabulary and reading comprehension by working at their own level and pace using ESL Reading Smart. Students will be required to demonstrate their

knowledge by completing reading comprehension tasks using ESL Reading Smart, and participating in fun group activities and games, and producing short literary and informational writing assignments.

Mathematics (Core and College Preparatory)

Learning objectives and outcomes will be aligned to the rigorous CA CCSS mathematics standards. Teachers will use the *Mathematics Frameworks for California Public Schools* for planning and guidance. The goal of the math curriculum is to make students fluent with numbers, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving.

Grade 6-8

Grades 6-8 math focuses on developing fluency with solving linear equations, inequalities, and systems. These skills are extended to solving simple exponential equations, exploring linear and exponential functions graphically, numerically, symbolically, and as sequences, and by using regression techniques to analyze the fit of models to distributions of data. Students use problem-solving strategies, questioning, investigating, critical analysis, gathering and constructing evidence, and communicating rigorous arguments to justify their thinking. The curriculum is well balanced among procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive reasoning (extension and application).

Students in middle grades math study algebraic concepts such as representations of linear, quadratic, and exponential relationships using graphs, tables, equations, and contexts; symbolic manipulation of expressions in order to solve problems, such as factoring, distributing, multiplying polynomials, and expanding exponential expressions; analysis of the slope of a line multiple ways, including graphically, numerically, contextually (as a rate of change), and algebraically; solving equations and inequalities using a variety of strategies, including rewriting (such as factoring, distributing, or completing the square), undoing (such as extracting the square root or subtracting a term from both sides of an equation), and looking inside (such as determining the possible values of the argument of an absolute value expression), and solving systems of two equations and inequalities with two variables using a variety of strategies, both graphically and algebraically. Students also study geometric concepts such as using rigid transformations (reflection, rotation, translation) and symmetry to demonstrate congruence and develop triangle congruence theorems; using coordinates to prove geometric theorems, making geometric constructions (with compass and straightedge), and simple geometric proofs. Furthermore, the following mathematical concepts will also be include in Math Course I: representing of arithmetic and geometric sequences, including using tables, graphs, and explicit or recursive formulas; Using of exponential models to solve problems, and to compare to linear models; using statistical analysis of two-variable data, including determining regression lines, correlation coefficients, and creating residual plots; and developing an understanding of the differences between association and causation, and interpretation of correlation in context.

Grades 9-12

Algebra 1 [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits]

Algebra I includes the introduction of variables, constants, expressions, equations, and functions. The language of numbers is examined. Topics include solving equations, simplifying expressions, understanding order of operations, performing operations with positive and negative numbers, exploring polynomials, factoring, graphing (linear and quadratic equations), working with radicals, and expanding arithmetic knowledge.

Algebra 2 [Prerequisites: Algebra 1 or Math Placement Test Results] [Grades: 10th-11th] [Credit: 10 Credits]

Algebra 2 treats topics that are traditionally covered in second-year algebra, and also covers a considerable amount of geometry. Time is spent developing geometric concepts and writing proof outlines. Students completing this course will have studied the equivalent of one semester of informal geometry. Applications in subjects such as physics and chemistry, as well as real-world problems, are also covered. In this course, students will learn; graphical solution of simultaneous equations, basic trigonometric functions, scientific notation, radicals, conic sections, roots of quadratic equations, including complex roots, properties of real numbers, geometric proofs, factoring, inequalities and systems of inequalities, logarithms and antilogarithms, exponential equations, algebra of polynomials, vectors, algebraic word problems, gas law, set theory, probability.

Pre-Calculus [Prerequisites: Advanced Math or Math Placement Test results] [Grades: 11th-12th] [Credit: 10 Credits]

This is a college level course designed to extend the topics of Advanced Math like principles and applications of exponential and logarithmic functions, systems of equations, trigonometric functions, identities and their graphs, exponential, logarithmic and trigonometric equations. An additional aim of this course is to introduce new topics like Matrices and Determinants, De Moivre's theorem, Arithmetic and Geometric Sequences and the Binomial Theorem, permutations and combinations, the rational Pre-Requisite roots theorem. A graphing calculator is recommended for this class.

Calculus [Prerequisites: Pre-Calculus] [Grades: 10th- 12th] [Credit: 10 Credits]

This course covers all topics in the Advanced Placement Calculus AB and Calculus BC syllabi. The instruction takes full advantage of graphing calculators, using them for visual demonstrations of concepts and confirming calculations. Topics covered include Limits, Derivatives, Integrals, Polar Functions, Continuity, L'Hôpital's rule, Series, Slope Fields. Theory and application are integrated throughout the course. A graphing calculator is recommended for this class.

Computer Programming [Prerequisites: None] [Grades: 9th -12th] [Credit: 10 Credits]

This introductory course in computer programming begins by exploring the concepts of how computers work, how information is stored in memory, and how stored programs allow the user to control the machine. The history of computing and programming will be covered. Number systems key to computer programming, flowcharting, algorithm development, structured programming, and problem solving will follow. The students will then begin basic programming in Java. No prior programming experience is necessary.

AP Computer Science [Prerequisites: Computer Programming (grade B or higher)] [Grades: 9th -12th] [Credit: 10 Credits]

This course emphasizes programming methodology with a concentration on problem-solving and algorithm development. Students should be able to design and implement computer-based solutions to problems in several application areas; to learn well-known algorithms and data structures; to

develop and select appropriate algorithms and data structures to solve problems; to code fluently in a well-structured fashion using the programming language Java; to read and understand a large program and a description of the design and development process leading to such a program; to identify the major hardware and software components of a computer system, their relationship to one another and the roles of these components within the system; and to recognize the ethical and social implications of computer use.

History-Social Studies (Core and College Preparatory)

Grades 6-8

BayTech will adopt the new state standards as they are released. In grades 6-8, students understand and apply concepts of cause and effect and evaluation of historical documents, use Internet search engines to find digitized primary historical documents and public domain books, and use critical thinking skills to analyze events in history and make connections between historical events and current world issues.

Our primary curriculum source for Social Studies is the Harcourt middle grades History/Social Science series, along with Edmentum online curricula. Additional primary and secondary resources are chosen by faculty in order to support student investigations into multiple perspectives on historical events and concepts. Teachers provide students with access to primary and secondary historical sources, maps, charts, and timelines from which to draw information about the historical time periods and cultures studied. In teaching social science, teachers use a variety of graphic organizers, charts, and visual aids to support students' developing analytic skills and to assist English Learners. To further increase understanding and motivation, social science is taught with an emphasis on the stories of the groups of people and individual historical figures who particularly impacted their times.

While covering the social science standards, teachers also focus on reinforcing and employing reading comprehension, writing, and listening speaking standards through social science content. For example, students apply reading comprehension and vocabulary strategies to their social studies text and complete assessments in which they demonstrate social studies content knowledge along with writing and speaking standards.

Grades 9-12

World History [Prerequisites: None] [Grades: 10th] [Credit: 10 Credits]

Students in grade ten study major turning points that shaped the modern world, from the late eighteenth century through the present, including the cause and course of the two world wars. They trace the rise of democratic ideas and develop an understanding of the historical roots of current world issues, especially as they pertain to international relations. They extrapolate from the American experience that democratic ideals are often achieved at a high price, remain vulnerable, and are not practiced everywhere in the world. Students develop an understanding of current world issues and relate them to their historical, geographic, political, economic, and cultural contexts. Students consider multiple accounts of events in order to understand international relations from a variety of perspectives.

Specific themes studied will include: The Industrial Revolution, Nationalism, Imperialism and the two World Wars. Students will recognize the relationships of events and people and interpret significant patterns, themes, ideas, beliefs, and turning points in world history. Students will analyze locations, regions, and spatial connections, recognizing the natural and cultural processes that have impacted the way in which people and societies have lived and interacted with each other and their environments.

U.S. History [Prerequisites: Teacher Approval] [Grades: 11-12th] [Credit: 10 Credits]

Students in grade eleven study the major turning points in American history in the Twentieth century. Following a review of the nation's beginnings and the impact of the Enlightenment on U.S. democratic ideals, students build upon the tenth-grade study of global industrialization to understand the emergence and impact of new technology and a corporate economy, including the social and cultural effects. They trace the change in the ethnic composition of American society; the movement toward equal rights for racial minorities and women; and the role of the United States as a major world power. An emphasis is placed on the expanding role of the federal government and federal courts as well as the continuing tension between the individual and the state. Students consider the major social problems of our time and trace their causes in historical events. They learn that the United States has served as a model for other nations and that the rights and freedoms we enjoy are not accidents, but the results of a defined set of political principles that are not always basic to citizens of other countries. Students understand that our rights under the U.S. Constitution are a precious inheritance that depends on an educated citizenry for their preservation and protection.

American Government/Economics [Prerequisites: U.S. History] [Grades: 12th] [Credit: 10 Credits]

Students in grade twelve pursue a deeper understanding of the institutions of American government. They compare systems of government in the world today and analyze the history and changing interpretations of the Constitution, the Bill of Rights, and the current state of the legislative, executive, and judiciary branches of government. An emphasis is placed on analyzing the relationship among federal, state, and local governments, with particular attention paid to important historical documents such as the Federalist Papers. These standards represent the culmination of civic literacy as students prepare to vote, participate in community activities, and assume the responsibilities of citizenship. In addition to studying government in grade twelve, students will also master fundamental economic concepts, applying the tools (graphs, statistics, equations) from other subject areas to the understanding of operations and institutions of economic systems. Studied in a historic context are the basic economic principles of micro- and macroeconomics, international economics, comparative economic systems, measurement, and methods.

Current Events/Social Issues: [Elective] [Grade 11] [Credit: 5 credits]

Social issues affect everyone—they are issues, which revolve around governmental policy and enforcement of laws on the civilian population. These laws and policies can have any number of significant outcomes. They can protect minorities and women from discrimination, regulate drug use, give aid to the poor, provide guidelines for education, and much more. Social issues are often controversial and debated, so having the ability to form an educated opinion on them is an important part of your citizenship. This class is designed to provide students with the opportunity to discuss, understand, and explore local, national, international, social, and political issues in a respectful, meaningful, and active way. Throughout the term, students will stay up to date on current issues and trends. Because the subject of this class is “contemporary,” topics will vary considerably depending

on the current news cycle. Students will be challenged to defend their opinions on many different issues.

Science (Core and College Preparatory)

Our NGSS-aligned science courses are structured to create opportunities for our students to experience science as scientists do by presenting authentic, hands-on problems. Our courses aim to help students develop abstract thinking and problem-solving skills while simultaneously foster curiosity in the way in which the world works. In addition, these courses are designed to foster collaboration, innovation, creativity, and a lifelong curiosity for science.

Grades 6-8

Our middle grades program relies on the Glencoe-McGraw Hill middle grades science series, along with Edmentum online courseware. Students will demonstrate how to apply the scientific method to design controlled experiments in course projects, the ability to analyze and interpret qualitative and quantitative data in course projects, how to apply scientific writing skills to communicate conclusions from scientific data in course projects, and the ability to apply scientific knowledge and research to current social and world issues in course projects.

Students explore the nature of science, including the concepts that scientific explanations are based on logical thinking; are subject to rules of evidence; are consistent with observational, inferential, and experimental evidence; are open to rational critique; and are subject to refinement and change with the addition of new scientific evidence. Topics in physical science, earth science, and atmospheric science facilitate learning the big ideas in earth, space and physical sciences through experiential learning, project based units and scientific inquiry. Students will do science like scientists do science, with an emphasis on the use of problem-solving and content application to examine current issues in science. The concept of form following function is explored through the study of biological systems and structures; students develop a deep understanding of cellular structure and function, explore basics heredity and develop a sense of the complexity of life. Study of ecology allows students to closely examine the complex relationships between nature and organisms, gain an understanding of how the earth functions as a system, and begin to see the interconnections that exist between organisms. The study of physical science cultivates understanding molecules, chemical reactions, chemical systems through understanding the role of photosynthesis in the cycling of matter and flow of energy into and out of organisms, understanding how food is rearranged through chemical reactions, and understanding the cycling of energy and matter in ecosystems. Students will use scientific processes, protocols, and tools, including inquiry, to build understanding of ecological processes and the composition of matter. Critical thinking, collaboration, accuracy, and communication skills will be practiced as students extend their scientific literacy.

Grades 9-12

Biology [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits; Weighted Course *(Grade C or lower will not be weighted)]

Biology is a course that takes a molecular and scientific inquiry approach to facilitate the understanding of the fundamental concepts and processes of biology. Topics covered are based on six themes: the nature of science, systems and interactions, form and function, energy transfer, evolution and the diversity of life. In comparison to the introductory biology course, the curriculum

is taught at an accelerated pace and in greater depth. Included in the study of molecular genetics will be a reading of *The Double Helix* by James Watson. One or two major essays will be written about the book for a major grade.

Chemistry [Prerequisites: Algebra 1] [Grades: 10th-12th] [Credit: 10 Credits]

Chemistry deals with matter, its properties, and the changes that it undergoes. Topics include: atomic structure and theory, properties of gas, solids, and liquids, chemical bonding, and principles of chemical reactions. This course uses an inquiry approach which includes discussion, lecture, laboratory experiments, and demonstrations. This course meets the UC/CSU Lab Science “d” requirement.

Physics [Prerequisites: Algebra 1] [Grades: 11th] [Credit: 10 Credit]

This course is an advanced level of science education for the college bound student who has already demonstrated strong interests and above average academic ability in mathematics and other science subjects. Students must have completed algebra II in order to take this course. The honor physics course is a challenging course and will prepare the student with strong problem-solving skills. In addition, scientific graphing techniques, vector operations, trigonometry, and preliminary calculus will be integrated throughout this course. Topics include one- and two- dimensional kinematics, laws of motion, energy, circular motion, hydrostatics, heat, electromagnetism, and light. Considerable laboratory investigations are also included in this course with a hope that students appreciate the laws in the universe around us and enjoy this class.

Human Anatomy & Physiology [Prerequisites: B or higher grade in Biology, Teacher Recommendation] [Grades: 10th-12th] [Credit: 5 Credits]

Human Physiology deals with the functional activities of the human as a whole, as well as the individual parts of the body. Included is the study of the different organ systems of man such as digestive, respiratory, circulatory, and skeletal. Special emphasis is placed on the recent developments in physiology and the many feedback mechanisms that operate in the body. This course is recommended for students who desire an extra semester of science and for those interested in medical careers or a better understanding of their bodies.

Astronomy [Prerequisites: Chemistry, Algebra 2] [Grades: 11th-12th] [Credit: 10 Credits]

Astronomy helps students develop a clear understanding of the universe and the Earth's place in it. In Astronomy, students study characteristics and life cycles of stars, formation of the solar system, comparison of planets, orientation and placement of the Earth in the Milky Way galaxy, formation of galaxies, and theories about the formation of the universe. Students will also conduct field and laboratory investigations. In addition, students will learn a rich history of development of our knowledge about the universe. They will use their imagination to wonder and contemplate the meaning and the vastness of the universe. This course will inspire the students' curiosity and yearning for knowledge.

Visual and Performing Arts (Non-Core; College Preparatory)

Grades 6-8

The course is designed for the beginning piano student with less than one year's experience on the instrument. Students will progress at different levels given their aptitude for music. Pieces to be

practiced and performed will be assigned at skill levels appropriate for the individual as students are ready to take on new challenges. Students with more experience are welcome and will be given an individualized lesson plan for the course with the same general outline. Adjustments will be made by assigning more skill level appropriate pieces for practice and performance. Basic piano techniques and music theory will be taught and practiced throughout the course. Music history, composer's eras, forms genres utilizing piano and the evolution of the piano will be introduced. The performance of the rehearsed pieces is a very important part of the class. There will be various opportunities for performances throughout the school year.

Grades 9-12

Piano [Prerequisites: None] [Grades: 9th-12th] [Credit: 10 Credits]

This is a beginning level piano class which is centered around classical music from around the world. It involves a sequential course of study with students learning basic sight reading of piano music using traditional music elements. Students will also have the opportunity to explore music history and appreciation by means of studying how music of the past is connected to modern music. In addition, by means of sight reading, students will also learn how music is connected to other academic subjects such as science and math. Students will have opportunities to learn and perform at higher levels within the class with some students performing for school functions.

Digital Graphics [Prerequisites: None] [Grades: 9th-12th] [Credit: 10 Credits]

The Digital Arts focuses on developing technical skill and creative artistry in digital photography, video making and imaging by using computer. Students learn professional software applications (i.e. Adobe Photoshop or equivalent) and apply digital imaging and vector drawing tools. Course projects include digital art studies, retouching, compositing, illustration, identity design, color matching and composition studies, photorealistic imaging, color correction, and art exhibition development.

Health and Physical Education (Non-Core; College Preparatory)

Our health and P.E. program is designed to empower all students to sustain regular, lifelong physical activity as a foundation for a healthy, productive and fulfilling life. Our standards-aligned curriculum is a sequential educational program. It is based on a combination of knowledge acquisition and physical activities undertaken in an active, caring, supportive and nonthreatening atmosphere in which every student is challenged and successful. We aim to provide every student with a variety of physical activities and challenges that will contribute to the development and maintenance of their physical, cognitive, and affective well-being. Ultimately students will be provided with the foundation for making informed decisions that will empower them to achieve and maintain a healthy lifestyle.

Grades 6-8

Students in middle grades receive at least 200 minutes of Physical Education and Health/Wellness learning every 10 days. Daily P.E. class includes a rotation of various traditional sports and physical activities to expose students to a wide variety of activities to help them develop lifelong healthy habits of physical activity. Health/Wellness lessons expose students to a broad range of issues and information relating to the various aspects of personal health, which include the physical,

social, emotional, intellectual, spiritual and environmental aspects. Topics of exploration include, but are not limited to: nutrition, physical fitness, mental health, stress, weight management.

Grades 9-12

Life Skills/Health [Prerequisites: None] [Grades: 9th-12th] [Credit: 5 Credits]

Life Skills and Health is a one-semester elective course that surveys basic concepts and teaches critical thinking on health and life skills related topics. Students will study health and life issues from the perspective of each physical, psychological, social and environmental health. They will learn skills to promote healthy living in all of these areas and how to set health-centered goals they can carry with them throughout their lives.

The Life Skills and Health Course is based on the California State Content Standards for Health Education, Grades 9-12. According to these standards, there are four major characteristics essential to health literacy. Health-literate individuals are:

- Critical thinkers and problem solvers when confronting health problems and issues
- Self-directed learners who have the competence to use basic health information and services in health-enhancing ways
- Effective communicators who organize and convey beliefs, ideas, and information about health issues
- Responsible and productive citizens who help ensure that their community is kept healthy, safe, and secure

Students who complete this course will be health literate individuals who can apply these skills as they grow into adulthood.

World Languages (Non-Core; College Preparatory)

Grades 6-8

This series of courses is designed to teach students about the language and culture of the Spanish and Latin American people. Beginning Spanish (6th grade) emphasizes communication, basic grammar and syntax, and simple vocabulary so that students can read, write, speak, and comprehend on a basic level. Intermediate Spanish (7th grade) enables students to expand upon what they have learned, increasing their skills and depth of knowledge. Advanced Spanish (8th grades) enables students to grow their skills and depth of knowledge further. All three levels of Spanish teach students to appreciate the Spanish and Latin American cultures by acquainting students with art, literature, customs, and history of the Spanish-speaking people. The Spanish classes use the Realidades series of textbooks. The instruction for this series of courses is guided by the National Standards for Learning Languages, which are aligned with the CCSS.

Grades 9-12

Spanish I [Prerequisites: None] [Grades: 9th] [Credit: 10 Credits]

This is an introductory course of the Spanish language. Students will learn how to read, write, and communicate at a beginning level. Students will also be exposed to the cultural differences and

similarities of Latin countries in comparison with their own. Students learn grammar and vocabulary based on themes such as friendship, school, sports and leisure activities, food, family, and clothing. Students will perform short dialogues, play vocabulary games, read Spanish passages, and write sentences and short papers. Students will master the use of present tense verbs and be exposed to the past and future tense of verbs. Class meets five days a week, which allows full immersion of the language. Students will learn two more units of vocabulary than the middle school Spanish class does.

Spanish II [Prerequisites: Spanish I] [Grades: 10th – 12th] [Credit: 10 Credits]

The purpose of the course at this level is to reinforce and increase the knowledge of Spanish structures and, at the same time, generate better skills in oral expression. This course is intended for students with a basic knowledge of Spanish and a working acquaintance with at least, fifty percent of the contents of the first level. The grammar exercises at this level will be related to everyday language and conversation. Students will engage in dialogues and practice giving instructions and directions to improve their conversational skills. Different methods will be implemented (audiovisual, magisterial, immersion). The active participation of the students will be highly encouraged. In addition to the cassette tapes and sequential drawings, outside-of-the-classroom interviews will be used to strengthen the students' comprehension and conversational skills. Cultural immersion, cultural differences and historical perspective are addressed within the context of the language study. Cultural events, field trips, games, lectures, readings, films and participation in professional events concerning the student's field of interest are offered.

Turkish I [Prerequisites: None] [Grades: 9th-12th] [Credit: 10 Credits]

This course is designed to introduce the Turkish language to beginning students, to develop oral and written skills for both comprehension and expression. Language skills to be emphasized include: understanding, reading, writing, translation, and speaking.

Turkish II [Prerequisites: Turkish I] [Grades: 9th-12th] [Credit: 10 Credits]

This course is a continuation of Turkish I. It is designed to improve different aspects of language and writing skills for the second semester students. Objectives are: to improve students' conversational skills, to provide a variety of readings for written comprehension; to develop a good grammar background; to improve listening skills; to introduce students to some examples of Turkish culture.

3. CURRICULAR AND INSTRUCTIONAL MATERIALS

Middle School

ELA	<i>Edmentum Plato Courseware:</i> <i>English 6, English 7, English 8</i>
ELD	<i>ESL Smart Reading (Edmentum)</i>
Math	<i>Edmentum Plato Courseware:</i> <i>Math 6, Math 7, Math 8, Algebra 1</i>

Science	<p>Focus on Earth Science, Grade 6. Glencoe/McGraw-Hill</p> <p>Focus on Life Science, Grade 7. Glencoe/McGraw-Hill</p> <p>Focus on Physical Science, Grade 8. Glencoe / McGraw-Hill</p> <p>Edmentum Plato Courseware:</p> <p>Earth and Space Science, Life Science, Physical Science, Science 6, Science 7, Science 8</p>
History/Social Science	<p>Ancient Civilizations, Social Studies, Harcourt</p> <p>Medieval and Early Times, Social Studies, Harcourt</p> <p>World History, Social Studies, Harcourt</p> <p>Edmentum Plato Courseware:</p> <p>Ancient Civilizations, Medieval History, World History</p>
Spanish	<p>Realidades, Level 1. Pearson Prentice Hall</p> <p>Realidades, Level 2. Pearson Prentice Hall</p> <p>Edmentum Plato Courseware:</p> <p>Spanish 1, Spanish 2, Spanish 3</p>

High School

ELA	<p>Holt Literature and Language Arts: Third Course</p> <p>Holt Literature and Language Arts: Fourth Course</p> <p>Edmentum Plato Courseware:</p> <p>English 9, English 10, English 11, English 12</p>
ELD	ESL Smart Reading (Edmentum-Online)
Math	<p>Algebra 1 Concepts and Skills. McDougal Littell</p> <p>Holt Algebra 2 California</p> <p>McDougal Littell Geometry California Edition</p> <p>Precalculus, Cengage Learning</p> <p>Edmentum Plato Courseware:</p> <p>Algebra 1, Geometry, Algebra 2, Pre-Calculus</p>
Science	<p>Biology, Glencoe/McGraw-Hill</p> <p>Chemistry Matter and Change, Glencoe/McGraw-Hill</p> <p>Chemistry, Holt</p> <p>Physics, Holt</p> <p>Edmentum Plato Courseware:</p> <p>Biology, Chemistry, Physics</p>
History/Social Science	<p>United States Government: Democracy in Action, McGraw-Hill</p> <p>America: Pathways to the Present, Modern American History, Pearson Education</p> <p>Modern World History: Patterns of Interaction, McDougal-Littell</p>

	Edmentum Plato Courseware: <i>US History, World History, US Government</i>
Foreign Language	<i>Realidades, Level 1. Pearson Prentice Hall</i> <i>Realidades, Level 2. Pearson Prentice Hall</i> <i>Temas: AP Spanish Language and Culture. Vista Higher Learning, 2014.</i> <i>Acilim 1, Dilset Publishing</i> <i>Acilim 2, Dilset Publishing</i> Edmentum Plato Courseware: <i>Spanish 1, Spanish2, Spanish 3</i>
Technology	<i>Programming Basics, Course Technology</i> <i>The Intro to Computer Science in JavaScript, CodeHS</i> <i>AP Computer Science in Java, CodeHS</i> <i>AP Computer Science Principles, CodeHS</i> Edmentum Plato Courseware: <i>AP Computer Science A</i>
Performing Arts	<i>John Thompson's Modern Course for the Piano - Level One, Willis Music Co</i> <i>John Thompson's Popular Piano Solos, Willis Music Co</i> <i>John W. Schaum Note Speller - Book One and Two, Alfred Publishing Co</i>

4. COMPREHENSIVE COURSE LIST.

Subject	Grade 9	Grade 10	Grade 11	Grade 12
English	English 1	English 2	English 3	English 4
			AP English Literature	AP English Language
Math	Geometry	Algebra 1	Pre-Calculus	Calculus
	Algebra 1	Geometry	Algebra 2	Pre-Calculus
		Algebra 2	Geometry	Algebra 2
Science	Biology	Biology	Biology	Biology
	Chemistry	Chemistry	Chemistry	Chemistry
	Physics	Physics	Physics	Physics
Social Science		World History	US History	American Government
		AP World History	AP US History	Economics
			World History	US History
			AP World History	World History
				AP World History

PE	PE 1	PE 1	PE 1	PE 1
		PE 2	PE 2	PE 2
Foreign Language	Spanish 1	Spanish 1	Spanish 1	Spanish 1
	Turkish 1	Turkish 1	Turkish 1	Turkish 1
		Spanish 2	Spanish 2	Spanish 2
		Turkish 2	Turkish 2	Turkish 2
Electives	Digital Graphics	Computer Prog	AP Computer Science	AP Computer Science
		Piano	Computer Prog	Computer Prog
			Piano	Piano

5. GRADUATION REQUIREMENTS.

Bay Area Technology School is a college preparatory school and aims to improve student performance in reading, writing, and math, reduce dropout rates, achieve high student attendance rates, and increase the number of students who pursue careers in STEM areas.

Currently, every student must earn a total of 230 semester credits in grades 9 through 12 to receive a high school diploma. Each high school course at BayTech is semester-based and worth 5 credits. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course. Credit is awarded on the basis of student participation, mastery of subject matter, and/or attainment of skills.

BayTech offers three different high school diploma types: standard, advanced, and honors. Each diploma has minimum requirements that meet and exceed the state graduation requirements and the “a-g” subject requirements of California’s four-year public universities. Students are welcome and encouraged to exceed these minimum requirements.

BayTech math requirements for graduation are threefold:

- Credit requirements: BayTech requires at least 30 semester credits of math for a standard diploma and 40 semester credits of math for an advanced or honors diploma. Some of these credits can be earned in middle school.
- Year requirements: BayTech requires students to be enrolled in a math course for at least two years in grades nine through twelve for a standard diploma (state requirement) and at least three years in grades nine through twelve for an advanced or honors diploma. For example; a student may take Algebra I in seventh grade, Geometry in eighth grade, and Algebra II in ninth grade. The student still needs to take one more year of math for a standard diploma and two more years of math for an advanced or honors diploma.
- Course requirements: Students need to complete Algebra I, Geometry, and Intermediate Algebra (Algebra II) before graduation.

BayTech encourages students to engage in community service to develop and demonstrate crucial

life skills. This helps students gain “real life” experience and develop responsibility, caring and respect for the community. Therefore, students are required to earn 40 hours of community service before graduation for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

For students to participate in any senior activities, they must have a total of 150 credits at the beginning of the first semester and/or 180 credits at the beginning of the second semester of their senior year. In addition, students must fulfill all the graduation requirements to participate in the Graduation Ceremony.

BayTech Graduation Requirements

	Regular	Honors
History/ Social Science	Three Years	Three Years
	1-year US Hist., 1-year world cultures, 1/2-year American Gov., 1/2-year Economics	1-year US Hist., 1-year world cultures, 1/2-year American Gov., 1/2-year Economics
English	Four Years	Four Years
	English 1, 2, 3, 4	English 1, 2, 3, 4
Math	Three Years	Four Years
	Algebra 1, Geometry, Adv. Algebra or a higher course	Algebra 1, Geometry, Algebra 2, Pre-Cal or Calculus
Science	Three Years	Three Years
	1-year Biology, 1-year Physics, 1-year Chemistry	1-year Biology, 1-year Physics, 1-year Chemistry
LOTE	Two Years	Three Years
	2 years of the same language	3 years of the same language
Visual & Performing Arts	One Year	One Year
	Piano	Piano
Elective	Four Years	Two Years
	4 years of any electives	2 years of any electives
PE	Two Years	Two Years
	2 years	2 years

Technology	One Year	Two Years
	1 year of digital arts, or 1 year of intro. to prog., or 1 year of AP Comp Sci.	1 year of digital arts, or 1 year of intro. to prog., or 1 year of AP Comp Sci.
GPA	2.00	3.50
AP Course	N/A	Three Years

6. CREDIT RECOVERY OPPORTUNITIES AND SUPPORT

When students need extra help to earn credits, the following supports are provided:

- Summer Session Credit Recovery
- Online Credit Recovery (Edmentum)
- Academic Support classes in English and/or Math
- Tutoring After School or Saturdays

Students have the opportunity to take summer session credit recovery on campus through in-person classes. For students who need credits for a single course for a single semester, students may enroll and complete credit recovery online through Edmentum, self-paced online “a-g” approved courses reviewed by credentialed teachers. Academic support/intervention classes in English and/or Math are built into the class schedules of students to provide time for students to explore additional concepts and skills in core subjects. Teachers provide tutoring on a regular basis to provide additional time to re-teach concepts, to work on extra practice, to ask questions and prepare the student for reassessment. Students work with the counseling department to choose the best option for the student and family.

Students not completing graduation requirements by the end of the summer following their 4th year are welcome to continue at BayTech until requirements are met in accordance with applicable state laws.

7. HOW THE SCHOOL WILL ENSURE THAT TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS

School Counselors meet with new transfer students upon enrollment to review transcripts and create an individualized plan for the student, including a course plan to meet graduation requirements. The college counselors use the school information system to keep track of course requirements and track student progress.

8. WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (WASC) ACCREDITATION.

BayTech is fully accredited by the Western Association of Schools and Colleges (WASC) through June 2023. BayTech will continue to ensure full WASC accreditation.

9. HOW THE CHARTER SCHOOL WILL INFORM PARENTS, INCLUDING PARENTS WITH LIMITED ENGLISH, ABOUT THE TRANSFERABILITY OF COURSES TO OTHER PUBLIC HIGH SCHOOLS AND THE ELIGIBILITY OF COURSES TO MEET COLLEGE ENTRANCE REQUIREMENTS.

In compliance with California Education Code Section 52060(d)(iii), BayTech provides all students and parents/guardians with a course catalog or its equivalent, and informs parents/guardians about graduation and college entrance requirements as well as the transferability of courses to other public high schools. This information is explained in the Student/Parent Handbook, which is distributed to all families upon enrollment through a hardcopy and online. Additionally, BayTech offers a variety of workshops for parents/guardians throughout the year where this information is shared. The workshops are conducted in both English and Spanish.

As noted just above, BayTech has received full accreditation from the Western Association of Schools and Colleges (WASC) and will continue to ensure that courses meet the standards of the University of California and the California State University's "A-G" course requirements for college entrance eligibility into the UC or CSU systems. Thus, all of our high school courses are transferable to other local high schools.

10. SUMMER SCHOOL.

BayTech offers a wide variety of classes in English, Math, Social Studies, Science and other subjects during summer school. Summer school is open to any currently enrolled middle and high school student at BayTech. When a student does not meet the promotion standards for his/her grade, the family will get a letter recommending that the student attend summer school. BayTech teachers will teach summer school courses and it will run from 10:00 am to 2:00 pm during June 12th-July 12th. The teachers will be paid for hours and courses they taught. Daily attendance is required in order to pass classes and earn credits. Dean of Academics will be summoning students last week of the school end and schedule them in classes. Any student who received a D or F in any subject can be eligible to the summer school.

11. ACADEMIC CALENDAR & SCHEDULES

The school will offer, at a minimum, the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school. The school calendar will have at least 175 days of instruction. The school will announce its annual calendar before the beginning of each instructional year. Following are the draft instructional calendar and bell schedules of BayTech for the 2018-19 school year.

Academic Calendar**BAYTECH**

Bay Area Technology School
8251 Fontaine Street
Oakland, CA 94605

School Calendar 2018-2019 (Tentative)

July 2018						
Su	Mo	Tu	We	Th	Fr	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				

August 2018						
Su	Mo	Tu	We	Th	Fr	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	

September 2018						
Su	Mo	Tu	We	Th	Fr	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						

October 2018						
Su	Mo	Tu	We	Th	Fr	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			

November 2018						
Su	Mo	Tu	We	Th	Fr	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

December 2018						
Su	Mo	Tu	We	Th	Fr	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					

January 2019						
Su	Mo	Tu	We	Th	Fr	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	

February 2019						
Su	Mo	Tu	We	Th	Fr	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		

March 2019						
Su	Mo	Tu	We	Th	Fr	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					

April 2019						
Su	Mo	Tu	We	Th	Fr	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						

May 2019						
Su	Mo	Tu	We	Th	Fr	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					

June 2019						
Su	Mo	Tu	We	Th	Fr	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						

Purple: No School Days
Red: Semester start/end day

Green: Important Events
Orange: Testing Day

From	To		
1-Aug		First Work Day for Staff	Aug-18
6-Aug	10-Aug	Teacher In-Services	
16-Aug	18-Aug	Parent/Student Orientations	
20-Aug		First Day of School for Students	Sep-18
7-Sep		Back to School Night	
3-Sep		Labor Day (No School)	
10-Sep	14-Sep	MAP TEST I	
20-Sep		Picture Day	Oct-18
5-Oct		Progress Report I	
10-Oct		PSAT/NMSQT	
12-Oct		Professional Dev. Day (No School for students)	
15-Oct	18-Oct	Parent-Teacher Conferences	
24-Oct		Picture Retake Day	Nov-18
12-Nov		Veterans Day (No School)	
16-Nov		Progress Report II (For Academic Risk)	
19-Nov	23-Nov	Thanksgiving Break (No School)	Dec-18
24-Dec	28-Dec	Winter Break (No School)	Jan-19
31-Dec	4-Jan	Winter Break (No School)	
21-Jan		ML King Day (No School)	
17-Jan	18-Jan	Fall Finals (Short Day)	
18-Jan		End of Fall Semester (Report Card I)	
22-Jan		First Day of Spring Semester	
25-Jan		Professional Dev. Day (No School for students)	Feb-17
18-Feb		Presidents' Day (No School)	
26-Feb		PSAT 10	Mar-19
1-Mar		Progress Report I	
11-Mar	14-Mar	Parent-Teacher Conferences	
16-Mar		Bay Area STEM EXPO	
25-Mar	29-Mar	Spring Break (No School)	Apr-19
1-Apr		Cesar Chavez Day	
15-Apr	19-Apr	MAP TEST II	
19-Apr		Progress Report II (For Academic Risk)	
29-Apr	30-Apr	SBAC SUMMATIVE TEST	May-19
1-May	10-May	SBAC SUMMATIVE TEST	
24-May		Lincoln's Day (No School)	
27-May		Memorial Day (No School)	Jun-19
4-Jun		Sports Banquet	
5-Jun		8th Grade Promotion	
5-Jun	6-Jun	Spring Finals (Short Day)	
6-Jun		End of Spring Semester (Report Card II)	
6-Jun		High School Graduation	
7-Jun		Teacher Wrap-up Meetings	

Sample Daily Schedules

BayTech has a six-period schedule. The Period 7 and after-school program are for students who need extra time for tutoring and students who would like to participate in extracurricular activities such as sports.

Regular and Shortened Day Bell Schedules of BayTech

BAYTECH Bell Schedule

Regular Day (M, T, Th, F)	
PER.	TIME
1	8:20 - 9:21am
2	9:25 - 10:26am
3	10:30 - 11:31am
LUNCH	11:31 - 12:21pm
4	12:25 - 1:26pm
5	1:30 - 2:31pm
6	2:35 - 3:36pm
7	3:40 - 4:20pm

Minimum Day (Wednesdays)	
PER.	TIME
1	8:20 - 9:04am
2	9:08 - 9:52am
3	9:56 - 10:40am
LUNCH	10:40 - 11:30am
4	11:34 - 12:18pm
5	12:22 - 1:06pm
6	1:10 - 1:54pm

12. TEACHER RECRUITMENT.

BayTech will comply with the Elementary and Secondary Education Act (reauthorized as No Child Left Behind Act of 2001). BayTech will hire teachers that meet the following qualifications:

- California Commission on Teacher Credentialing certificate in accordance with the provisions of the No Child Left Behind (NCLB) Act. Our teachers will be highly qualified in NCLB core academic subjects: English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. All “a-g” courses, as defined by the University of California, including the high school technology course ‘Computer Science’ will be taught by properly credentialed and assigned teachers. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher’s certificated assignment.

Appropriate records of credentials held by BayTech teachers and supporting documentation will be monitored and maintained by the School. Credentials will be monitored annually in compliance with state and federal law.

BayTech teachers will be required and expected to:

- Abide by the BayTech staff handbook
- Have ELL authorization if teaching to ELL students
- Be proficient in the use of computers, including but not limited to technology skills to handle BayTech's Technology Integrated Education (TIE), word processing, spreadsheets, multimedia presentations, e-mail, the Internet, and/or digital media, and demonstrate strong classroom management skills
- Have knowledge of curriculum and instruction

The Principal establishes a hiring committee to interview teacher candidates. The hiring committee may consist of the principal, an administrator and a teacher of the relevant subject from BayTech. If applicable, the interview process includes, but is not limited to a sample lesson through which prospective teachers' classroom management skills and subject competency are observed. In addition, teachers' technology and computer skills are tested and BayTech's years of success in hiring qualified teachers has proven this process to be very effective. The following schedule will be used in the hiring process:

- In order to recruit new teachers, the principal will start advertising on frequently visited websites such as <http://www.edjoin.org> and in local newspapers by the beginning of May. Referrals from BayTech's staff and parents will also be taken into consideration.
- The hiring committee will conduct interviews during the months of May through August to hire the teachers. The hiring committee will consider the school's mission and the target student population in selecting the most qualified teachers for the positions available.

13. PROFESSIONAL DEVELOPMENT

Over the past two years in particular, BayTech has implemented a reinvigorated focus on targeted teacher PD and coaching – in large part based on teacher feedback -- in order to strengthen teacher efficacy and increase the richness of instruction provided to students; PD offers a high level of support for teachers. PD is heavily focused on the effective use of our new tech-based tools to facilitate the use of formative and summative assessments, in and out of the classroom, for data-driven instructional planning and implementation, including differentiation. Monthly grade level and department level meetings facilitate collaborative vertical and horizontal planning with an emphasis on data analysis and differentiation of instruction as teacher exchange “best practices” and collaboratively identify specific student needs across different classes. Teachers receive training individually and in grade and department level groups on the use of assessment data. Additional PD and coaching is planned to help teachers analyze and interpret data, and then use it to identify and address individual student needs.

BayTech provides ongoing staff development (onsite and off) to strengthen teacher efficacy and increase the richness of instruction provided to students. We offer multiple opportunities for growth, with professional development (PD) occurring at different levels within the school.

In addition to ongoing, schoolwide PD that aims to increase student achievement, BayTech's Administration/Department Chairs assess individual staff needs through formal/informal observations, surveys, and feedback. The following methods inform the selection of PD:

- The administrative team visits classrooms regularly to evaluate instructional practices, which influence PD goals and any additional training needed.
- Teachers visit other classrooms to observe and reflect on effective strategies using peer observation beneficiary forms. This information is then used to develop their own PD plan.
- The Lead Teacher/Curriculum Coach develops an overarching PD plan for the school and guides teachers toward PD that fits their individual interests and goals.

The Administrative Team (Principal, Dean of Academics, Dean of Students, College Advisor, Lead Teacher/Curriculum Coach, Department Chairs) reviews all this information to determine common staff PD, as well as individual PD tailored to respective staff needs. The school is organized into Professional Learning Communities (PLC) by grade level and by department, with PD occurring at different levels within the school.

Professional Learning Communities (PLC)

In 2014-15, BayTech implemented a teacher collaboration model that forms the basis of regularly scheduled staff meetings. BayTech has been organized into Professional Learning Communities (PLC) as a way for teachers to work together, support each other's growth and development, and integrate efforts. The PLCs also collaboratively establish improvement goals, learn from each other, and work collectively to identify and address students' instructional and behavioral needs. With the new addition of after-school services provided by outside vendors. Mondays and Fridays will now include collaborative planning time and PLCs after school, in addition to 2-2.5 hours of weekly formal professional development and staff meetings on Wednesday "early release" days. PLCs work collaboratively to:

- Focus on students' academic and behavioral needs
- Establish team improvement goals and clarify intended outcomes
- Develop common assessments
- Analyze student achievement data
- Engage in collective inquiry and action research regarding student learning
- Share best practices and materials
- Promote more engaged, motivated, and successful students with reduced absenteeism

PLCs are intended to transform the school into a community that fosters cooperation, emotional support, personal growth, and a synergy of effort. In combination with the school improvement plans, the answers to the following questions are studied in PLCs:

- How do we ensure that students learn?
- How do we foster a culture of collaboration?
- How do we ensure results?

As a product of the PLCs, all staff read and utilize educational literature to make informed recommendations for school and system-wide improvements at BayTech. The staff produces an annual reading list recommended by the PLCs. The following literature have been recently added to the reading list: *Failure Is Not An Option*, *Classroom Management That Works*, *How To*

Differentiate Instruction In Mixed-Ability Classrooms, and Teach Like A Champion: 2.0.

School-wide Meetings and Professional Development Activities

Administrative Meetings

The BayTech Principal, Dean of Academics, and Dean of Students meet weekly to act on general school issues including academics, safety, attendance, overall communications, and student activities. Upcoming events are discussed and planned. Additional members of the Executive Administration Team include the College Advisor, Lead Teacher/Curriculum Coach, and department chairs who attend monthly. The Resource Teacher and Office Manager participate as needed. Additionally, the Department Chairs meet with the Dean of Academics biweekly for the PLC and Department Level/Grade Level meetings.

General Staff Meetings

BayTech staff meets every other week to discuss issues related to student discipline, academics, safety, counseling, etc. Presentations, trainings and discussions or concerns about current issues are discussed as time permits.

Department Chair Meetings

Department Chair meetings are held monthly. These meetings are held the week prior to the department meeting to review and complete the agenda.

Department Level Staff Meetings

All teachers meet departmentally every month to:

- Share Time: Presentation by a member on an effective classroom strategy
- Align curriculum vertically
- Analyze student achievement data (MAP, CAASPP, ELPAC, etc.)
- Improve instructional strategies per data indicators
- Differentiate instruction
- Plan major departmental events
- Discuss other departmental issues and policies

Department Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Grade Chair Meetings

Two Grade-level Chairs (one each for high school and middle school) meet monthly. These meetings are usually held the week prior to the staff grade level meetings to review and complete the agenda for the grade level staff meeting.

Grade Level Staff Meetings

Grade level teachers meet once a month and collaborate on the issues below:

- Classroom strategies
- Sharing best practices

- Curricular and academic issues (grading uniformity, homework load, differentiation etc.,)
- Support for students with academic challenges (IEP, 504, RTI, SSR, Tutoring)
- Discussion of student academic supports (peer tutoring, mentorships, etc.,)
- Long-term projects (science fair projects, English/history/math projects)
- Integration/thematic units/horizontal alignment of the curriculum
- Field trips
- Discussions and strategies for students with behavioral problems
- School/grade level-wide incentive programs
- Other common grade level and school wide issues

Grade Chairs are responsible for minutes and forwarding action items to the appropriate administrative leaders.

Wrap up Meetings

BayTech staff participates in end-of-the-year meetings to focus on evaluation of student achievement data, effectiveness of the programs such as testing, curriculum, and intervention programs, counseling, after school, etc. These meetings help staff prepare a professional learning plan for themselves and review what worked well during the school year. These plans and feedback are addressed in the summer in-service program.

Summer In-Service Programs

BayTech holds orientations and trainings for both new and veteran teachers to familiarize them with policies and procedures regarding the schools' operations, and the academic and education program goals for the year. A teacher workshop/summer in-service program is held in August for about two weeks. The program consists of at least four days of intensive training, after which teachers continue their studies at their school sites and communicate with each other via grade level and subject area email groups.

Peer Observations

BayTech believes that every effective teacher is a reflective practitioner who continually evaluates the effects of his or her choices and actions on others (students, parents, and other professionals in the learning community), and who actively seeks out opportunities to grow professionally. Therefore, each teacher is required to make monthly class visits to other teachers' classrooms (as well as one off-campus observation per semester) to observe effective strategies and reflect on his/her observations by using peer observation beneficiary forms. The information captured in these forms are used subsequently to create tailored PD plans for individual growth.

Formal Observations/Evaluations

All teachers are observed in the classroom by Department Chairs, the Administrative Team and the Lead Teacher/Curriculum Coach. A rubric guides observation and allows for the development of constructive feedback. BayTech's formal teacher evaluation program is comprehensive and includes a review their students' academic performance. All teachers are evaluated annually. A pre-conference and post conference are scheduled for each evaluation.

Lead Teacher/Curriculum Coach

BayTech employs a Lead Teacher/Curriculum Coach to develop an overarching professional development plan for the school, while guiding teachers toward PDs that fit their individual

interests and professional goals. This position includes the following tasks:

- Observe each teacher a minimum of one time per month
- Meet monthly with each teacher as a mentor
- Facilitate monthly observations between teachers
- Facilitate one off-campus observation for each teacher each semester
- Review lesson plans and curriculum mapping and give feedback
- Research, plan, develop, and implement professional development strategies

Walkthroughs

BayTech administration/Department Chairs make regular walkthroughs in each teacher's classroom. These quick and informal visits provide teachers with immediate and constructive feedback in specific areas to improve instruction and student learning.

Beginning Teacher Support and Assessment Program (BTSA)

BayTech provides new teachers with BTSA, a two-year program that provides beginning teachers with collegial support, guidance, professional development, motivation to continue in the profession, and training. It links college-level teacher preparation with classroom application.

Scheduled Professional Development

Beyond common PD days, all staff are encouraged to attend external PD based on their subject areas, goals, and interests. The Professional Development PLC manages and shares a list of free and low-cost seminars and webinars; stipends are available to pay for low-cost PDs. BayTech supports teacher PD by reimbursing for workshops (with pre-approval). Additionally, all administrators are sent to a variety of PD seminars and conferences for not only their own development, but also to bring back information, instructional techniques, STEM curricula, and best practices for the teaching staff.

BayTech partners with the following PD Conferences as part of our Master Professional Development Plan for providing the best STEM education available to Oakland's inner-city youth:

- **National Charter Schools Conference:** Based on organizational need, aligned with the schedule, selected faculty and administrative staff attend the Annual National Charter Schools Conference, which is organized by The National Alliance for Public Charter Schools (NAPCS).
- **California Charter Schools Association (CCSA) Conference:** Based on organizational need, aligned with the schedule, selected faculty and administrative staff attend the annual California Charter Schools Association (CCSA) Conference.
- **Charter Schools Development Center (CSDC):** Based on organizational need, aligned with the schedule, selected emerging and new leaders attend the Charter Schools Development Center (CSDC) Leadership Institute.
- **Association of California School Administrators (LEAD symposiums):** BayTech sends the Lead Teacher to attend workshops specifically designed for focusing professional development on STEM and CCSS.

- **BayTech Professional Development days:** BayTech Professional Development Days are held for a minimum of one full day each semester. Issues such as student achievement data, differentiated instruction, intervention, and departmental collaboration among teachers are discussed.
- **Edmentum (PLATO/Study Island):** All teachers attend training and professional development on the use of blended curriculum models utilizing Edmentum's slate of curriculum and educational tools.

Other professional development programs that BayTech considers when developing its professional development calendar include:

- College Board's Workshops and Seminars
- Association of Latino Administrators and Superintendents Conference
- National Council of Teachers of Mathematics Conference
- National Science Teachers Association Conference
- National Council of Teachers of English Conference
- California Council for History Education Conference
- California Science Teachers Association (CSTA) annual PD program
- California Association of Mathematics Teacher Educators Conference

Additionally, professors and professional teacher trainers from local and other universities and institutions are identified and invited to conduct professional development activities at BayTech.

D. SCHOOL CULTURE

1. CULTURAL VALUES FOR THE SCHOOL

Students are introduced to core BayTech values (Effective Communicator, Academic Achiever, Goal-Oriented, Lifelong learner, Excellent critical thinker, Socially responsible) during orientation. All stakeholders are informed of the school's diverse environment preparing students for college and career readiness. Our diversity is celebrated as strength throughout the school year: Cultural Food Fair, Hispanic Heritage Assembly, Black History Assembly, Middle Eastern Assembly, etc. Students are reminded of the positive character traits required to be successful at BayTech and beyond over daily announcements, character banners in the hallway, and positive reinforcement in the classroom. Teachers are trained to discipline students with dignity and lead by example when modeling intellectual importance and social development in and out of the classroom. By teaching acceptance and tolerance students feel welcome at BayTech recognizing their heritage, culture, and traditions are acknowledged here. This leads to positive academic performance when students feel they belong. Continuing to build a culture of care and support prepares students for the challenges and outside influences impacting their education in District 2.

BayTech will practice the following exercises on a daily basis to ensure a positive school culture continues to thrive.

Positive Greeting: BayTech teachers and admin will greet each student every morning. This helps set the tone for the school day. All staff will meet students at the door before pupils enter the

classroom.

- Vice Principal will check dress code compliance in every room each morning.
- Smile and greet staff and students by name and learn how to pronounce their names correctly.
- Model the behavior expectations you have for students
- Get to know people and build relationships with them. The more we know a person, the more we understand them and empathize with them

Anti-Bullying Campaign: Bullying prevention and intervention policies and practices are reviewed constantly to ensure all staff are aware of district policy and are trained in how to identify, intervene and report.

- Ways to respectfully communicate with one another.
- Conflict resolution. Conflict Resolution Education resources are available to educators.
- Many Restorative Practices programs also teach mediation or provide trained mediators to schools.

Steps for Anti-Bullying:

- Focus on the solution
- Educate people on the signs
- Teach Self Esteem
- Establish Safe Havens
- Get Involved

Recognize Stress/Trauma: Teachers are trained to recognize trauma and report troubling behavior to administration/counselor. Systems are in place to report bullying, refer students for counseling and how to engage in difficult conversations with students.

- Trauma-informed practices. Ensure all staff members are aware of resources or training opportunities to help them identify students who need extra help. The American Psychological Association has several resources to assist educators such as “How to Talk to Children about Difficult News and Tragedies.”
- Restorative community-building practices. Both students and staff participate in restorative practices.

College Going Culture: School leadership is committed to building a college going culture. A college-going culture helps all students set and achieve high goals and generates other important values:

- Appreciation of academics
- Desire to succeed
- Drive to attend college and become a lifelong learner

Grade levels are given college names (6 – UC DAVIS, 6 – UC IRVINE) instead of labeling (6-A, 6-B) for their academic ability. College nights are held frequently to inform all stakeholders on important testing dates, financial aid, application deadlines, and preparation for future high school years. Accepted students are highlighted in the school on a large bulletin board. Student's names are announced during the morning announcements to build pride and recognize achievement.

2. EXTRACURRICULAR ACTIVITIES

BayTech is proud to offer Varsity competitions to our high school students. Currently, students may choose to participate in Boys/Girls Basketball, Girls Volleyball, Boys/Girls Soccer, Cross Country and Baseball. We are members of the Bay Area Charter School Athletic Conference (BACSAC) and participate in the CIF- Oakland Section. These extracurricular activities occur seasonally throughout the school year. Our Athletic Director oversees the programs. Program funding comes from fundraising or donations.

F. STUDENT ENGAGEMENT & SATISFACTION

According to recent survey results and our WASC self-study process during the 2016-17 school year, students most like:

- the small school environment at BayTech
- positive rapport with their teachers, who care about and notice their success, and are there to help them if needed
- the positive environment promoted by BayTech
- increased athletic offerings, added student council, and mock job interviews/resume builder exercises.

1. STUDENT ATTENDANCE

BayTech will continue to meet a 95% ADA rate as outlined in our LCAP. The goal is to maintain this percentage and ensure high rates of attendance, especially for habitually tardy and truant students. By making attendance a priority, our target of 95% will be achieved. BayTech will examine factors contributing to chronic absences by securing student and parent perspectives. The target rate will be communicated to parents and students during orientation and throughout the school year. Students will be met with positive supports instead of punitive actions. BayTech will partner with community service agencies to help parents carry out their responsibility

In the event BayTech does not reach the identified attendance goal a new strategy will be developed. An attendance team will be created to review the previous strategy and assess its impact. The team must engage all stakeholders and determine an appropriate course of action.

BayTech will monitor attendance issues such as chronic absences via CoolSIS. An attendance report is shared with the Vice Principal on a weekly basis. This information is reviewed and phone calls, emails, personal letters, and if necessary, home visits will be utilized to address chronic attendance.

2. DROP-OUT RECOVERY.

Students at-risk of dropping out or in need of recovery are given multiple supports.

- Providing students with instruction targeted to their learning styles and holding students accountable for achievement.
- Preparing individualized student learning plans and following or refining them.
- Conducting early and persistent evaluation of student progress and engagement in school and addressing problems as they arise.
- Conducting home visits.

G. COMMUNITY SCHOOL: ONGOING FAMILY INVOLVEMENT & SATISFACTION

1. PARTNERSHIPS WITH COMMUNITY ORGANIZATIONS

More than just a Science Fair, BayTech's STEM EXPO offers a place to students to exhibit their work in an entertaining environment, while presenting learning opportunities for students, parents, and community members. The STEM EXPO includes expert presentations (Google, TESLA, Chabot Science Center), STEM educators, real scientists and professors from local universities (UC-Berkeley, Stanford, Laney, Peralta) and interactive events. We allow BayTech students and local schools (Rudsdale, ISP, Key Academy) in partnership with BayTech, are invited to experience an innovative environment of hands-on science, technology, engineering, and math. The STEM EXPO enables students to explore their interests and talents by offering seven elective categories from which students can choose: Invention, Science Fiction, Environmental Innovation, Engineering [Reverse], Engineering [Robotics] & Scientific Inquiry.

BayTech partners with the following community programs to enhance our students' education and build lasting community relationships between our students and their community:

East Bay College Fund

NextGen

American Association of Yemeni Students and Professionals (AAYSP)

East Bay Food Bank

Accord Education

Beats, Rhymes, and Life

Alameda County Community Food Bank

Rainbow Recreation Center East Oakland

International Rescue Committee

2. ENGAGING FAMILIES IN THE SCHOOL'S CULTURE

Bay Area Technology School promotes active parent involvement with school activities, governing and decision-making processes, and student achievement. Parents support student academics via conferences with their teachers and administration. Parents are actively involved supporting our

extra-curricular activities and award ceremonies.

BayTech Parent Club is a parent organization that meets biweekly and organizes school and community wide social events and fundraising activities. The Parent Club is led by a parent board consisting of the Parent Club President, Vice-President, Secretary, and Treasurer. BayTech appoints both a Teacher and Student Liaison to confer with the Parent Club Board in order to facilitate communication between the stakeholders.

Since the inception of our Charter, BayTech has always encouraged parental involvement, however, since forming the Parent Club, we have seen a significant increase in parent participation, student excitement, and community interest. Parent Club participation has increased from the original five members in 2012 to having more than twenty actively participating members in the 2015-16 school year. Through their dedication, Parent Club has helped make BayTech's Harvest Festival and Cultural Food Fair annual traditions and part of the BayTech culture.

We strongly believe that when parents are engaged in our school – including participating in activities on campus – they see that BayTech is a safe and engaging school community. This not only can negate transfers due to concerns about safety, but also encourage families who are changing residence to ensure their child stays at BayTech. The following new efforts are being made:

- New communication strategies are being used to try to capture parents' attention. Last year, rather than email parents about Back to School Night, teachers personally contacted parents in their classes by phone. This resulted in more than 200 parents attending, representing 51% of our families – the previous two years were just 40% attendance. We have begun distributing flyers about important news and events to parents as they drop off their children, rather than sending flyers home with the students.
- The Vice Principal has instituted breakfast/coffee meetings the first Tuesday of each month as a means of informally talking with parents, soliciting feedback, and providing information about school programs. Attendance at these sessions has been growing.
- Building on the momentum of last year's WASC and LCAP process, during Orientation Sessions in August 2017, the Vice Principal specifically encouraged parents to volunteer to participate in ongoing discussions about school programs and policies. Already more than 20 parents have indicated interest in participating this year in regular discussions. We are looking to formalize this structure into an Advisory Council for school leaders.
- The Parents Club, described in more detail below, has gained new energy and increased attendance at monthly meetings, helping to spur new interest in parent volunteerism.
- The Home Visit Program has also increased in participation, with more anticipated growth this coming year. This voluntary program encourages teachers and staff (in pairs) to conduct visits to students' homes in order to establish stronger bonds with the students and their families, learn more about the student's home experience, communicate with parents about school expectations for the student's success, answer questions and more. Teachers/staff receive a small stipend for each visit they conduct. These visits have led to a noticeable increase in parent engagement in their student's success and participation in school life, as well as stronger relationships between students and their teachers. One of our science teachers, who is the coordinator of our STEM EXPO program, last year

conducted more than 70 home visits; our Dean of Academics conducted 10 home visits for 12th grade students to engage families specifically in conversations about post-graduation goals and plans. Ultimately, we would like to see all students have a Home Visit at least once as a matter of course.

H. SPECIAL POPULATIONS: IDENTIFICATION, REMEDIATION, & ACCELERATION

1. SPECIAL EDUCATION

Special Education Program Overview

BayTech shall comply with all applicable requirements of federal and state laws in serving students with disabilities, including, but not limited to, the Individuals with Disabilities Education Improvement Act (“IDEA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and the Americans with Disabilities Act (“ADA”). BayTech is an active member of the El Dorado SELPA.

BayTech shall implement a Student Study Team Process (“SST”), a regular education function, to monitor and guide referrals for Section 504 and Special Education services. The facilities to be utilized by BayTech shall be accessible for all students with disabilities. All students will be given equal access to BayTech regardless of disabilities. BayTech will not discriminate against any student based upon disabilities.

BayTech shall continue to be categorized as a local educational agency for purposes of special education in accordance with Education Code Section 47641(a).

BayTech shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

BayTech shall be solely responsible for its compliance with Section 504 and the ADA.

Section 504 of the Rehabilitation Act

BayTech recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of BayTech. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student’s disability and the impact upon the student’s education.

This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language, along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the Plan, and continued eligibility.

Services for Students under the IDEA as an LEA for Special Education Purposes Pursuant to Education Code Section 47641(a)

The Charter School shall provide special education instruction and related services in accordance with the IDEA and Education Code provisions regarding special education as well as all SELPA policies as they relate to special education. A child with disabilities attending BayTech shall receive special educational instruction or designated instruction and services, or both, as required by law.

BayTech ensures that students will receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

Similarly, BayTech intend that all students entitled to services under the IDEA and Education Code Section 56000 *et seq.*, will receive those services.

Student Study Team (“SST”)

BayTech will have a Student Study Team as part of the general education program and as part of the IDEA child search/find requirements, as a vehicle of exhausting all general education possibilities before a student is referred for a special education evaluation by BayTech personnel. However, the SST shall not be used to delay assessment of a pupil after parent request.

Staffing

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by California’s Education Code and the IDEA. Charter School staff shall participate in SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized. BayTech shall assure that all students with disabilities are identified, located and evaluated in accordance with applicable law. Instructional staff will be instructed about the characteristics of special education handicapping conditions and referral procedures.

In the event that the Charter School receives a parent written request for assessment, it will work to address the request. Unless otherwise appropriate pursuant to applicable State and Federal law, the

Charter School will provide the parent with a written assessment plan within fifteen days of receipt of the written request and shall hold an IEP within sixty days of parent's consent to the assessment plan to consider the results of any assessment.

The Charter School will follow child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

It is the Charter School's understanding that the Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. It is the Charter School's understanding that the Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

If a student is receiving special education services, his or her IEP will be reviewed in an IEP meeting at least once a year to determine how well it is meeting student needs. In addition, every three years, student progress will be reassessed and the IEP reviewed in accordance with applicable law unless otherwise agreed upon by BayTech and the parent/guardian. BayTech shall, prior to the placement of the individual with exceptional needs, ensure that the regular teacher or teachers, the special education teacher or teachers, and other persons who provide special education, related services, or both to the individual with exceptional needs shall be knowledgeable of the content of the IEP.

A copy of each IEP shall be maintained at the BayTech school site. Service providers from other agencies who provide instruction or a related service to the individual off the school site shall be provided a copy of the IEP. All IEPs shall be maintained in accordance with state and federal student record confidentiality laws.

If a parent or teacher has concerns that the educational needs of students already enrolled in special education are not being met, either the parent or the teacher may request a reassessment or an IEP

meeting to review the IEP anytime during the school year.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the School's IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the SELPA and State and Federal law.

Interim and Initial Placements of New Charter Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the District within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Professional Development Re: Special Education

BayTech shall conduct ongoing in-services for special education. During the summer in-service training, a school psychologist shall train the entire BayTech staff on services and programs related to students with learning disabilities. Additionally, a special education teacher shall train the staff on IEP documentation and how to implement accommodations and modifications in a general education classroom. Our special education teachers shall attend workshops and trainings provided by OUSD, in addition to a resource conference to hear from experts in the field of special education. Additional support shall be offered to teachers through the Special Education PLC via the SpEd PLC chair. The professional training in special education includes:

- Laws and regulations aligned with the IDEA
- Implementation of modifications and accommodations
- State test requirements/options for students with disabilities
- Writing IEPs
- IEP meeting procedures

- Rights and responsibilities of parents, students, and teachers
- Section 504 plans

Beyond the August sessions, BayTech shall conduct quarterly training sessions on special education, implementing best practices from around the country while paying heed to California and federal laws.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

BayTech has an established process for formal parent/guardian complaints. The policy is on the website located at <https://www.baytechschool.org/page/board-policies> under “6000 Instruction” labeled as Internal Complaint Procedures for Complaints Relating to Special Education.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Most Appropriate and Least Restrictive Programs

BayTech will comply with the federal requirement of offering and maintaining the least restrictive environment (“LRE”) for students with disabilities. This means that, to the maximum extent appropriate, children with disabilities are educated with non-disabled children. Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of accommodations, modifications, and related services is no longer reasonably calculated to provide a free appropriate public education.

Response to Intervention

BayTech has RTI teacher that the teacher is to provide support to classroom teachers in the implementation of Response to Intervention. The RTI teacher implements strategies in direct interaction with students to ensure that all children can achieve at grade level. Methods used includes, but will not be limited to implementation of the District's adopted content area programs, and the implementation of intervention programs to assist children who do not master grade level skills from first instruction. The RTI teacher also provides support for the implementation of English Language Development services for English Learner students.

BayTech identifies low-achieving students and other students with special needs in the first weeks of the academic year, and implements early intervention where indicated.

To narrow the achievement gap for low-achieving students, specialized strategies are implemented during school hours and in the after-school program. Low-achieving students are given individualized support by their teachers and the school administration. The school also works with the students' parents to provide motivational support to their children at home. Targeted English & Math intervention classes are offered during elective periods to students who are not achieving at grade level. On an as-needed basis, a Student Improvement Plan (SIP) is prepared with the involvement of the recommending teacher, the Dean of Academics, and the student's parents. Such SIPs include subject-related readings, additional homework, and mandatory after-school tutoring.

BayTech offers a customized after-school program to all its students depending on their academic achievement level, as depicted in the Figure below. Individual and small group tutoring, as well as homework clubs, are available. Students identified as low achieving attend intensive obligatory after-school programs tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards. Low achieving students' progress is quantitatively measured through MAP, Accucess, and other tests, with the goal of attaining at least one year's academic progress within the school year.

Students demonstrating adequate improvement advance to a satisfactory level, where they participate in moderate tutoring sessions and various recreation opportunities, such as clubs and community trips. For low-achieving students who continue to struggle, the homeroom teachers may decide to include them in different recreational activities to promote interest in learning. The teacher monitors academic improvement regularly through in-class assessments. Parents are informed of their student's academic progress during this process via parent-student-teacher meetings and access to student grades and progress reports through the online school information system.

2. GIFTED/TALENTED STUDENTS & ACADEMICALLY ADVANCED STUDENTS

BayTech offers a broad range of academic learning opportunities to high-achieving, gifted, and talented students. Our students are engaged in advanced projects and activities in the areas of Math, Science, Technology, Social Studies and Language Arts. These projects and activities are supported by the school staff, volunteer college and graduate students, and parents. Funding for these endeavors is provided partially by the school and through grants, donations and fundraising. High-achieving students may learn computer programming and engage in science fair projects. Besides recreational after-school clubs, advanced study groups in STEM areas are available for high achieving students.

As noted above, AP courses, dual enrollment courses with local community colleges and other opportunities ensure our gifted and advanced students are appropriately challenged.

I. SPECIAL POPULATIONS: ENGLISH LEARNERS

BayTech will meet all requirements of federal and state laws as they pertain to providing equal educational opportunities for English Learners (EL). BayTech will implement an EL Master Plan which includes the following components:

- Initial Identification, Assessment, Parent Notification, and Placement of English Learners
- Implementation and Programs
- Monitoring Student Progress
- Staff Qualifications & Professional Development
- Evaluation of Program Effectiveness

BayTech uses California State English Language Development Standards as ELL content in the classrooms. The California English Language Development Standards (CA ELD Standards) Implementation Plan identifies major phases and activities in the implementation of the CA ELD Standards throughout California's educational system. The plan describes the philosophy of and strategies for the successful integration of the CA ELD Standards that align to the California Common Core State Standards for English Language Arts and literacy in History/Social Studies, Science and Technical Subjects (CA CCSS for ELA/Literacy) to address English language and literacy skills English learners need in key content areas.

BayTech provides in-class learning opportunities for every EL student, including access to teachers and resources that accommodate individualized instruction. Faculty evaluate student assessment data (ELPAC) and classroom performance to tailor instruction to meet ELA proficiency expectations.

Teachers use multiple strategies to deliver the curriculum to ELs, and technology has been instrumental in this regard. One-on-one access to computers, coupled with online curricular resources available in multiple languages, enable teachers to use readings, lectures, videos, music, art, and other materials to deliver content to EL students. For example, ESL ReadingSmart supports teachers in differentiating instruction for ELs, enabling them to create customized lessons, collaborate with others, and measure proficiency within the same platform.

To increase progression of EL students, Level 1 students receive individualized ELA programming through ReadingSmart with a certified teacher to guide them; Level 2 and above receive ELD support in the general education classroom, with the supplemental ESL ReadingSmart online curriculum. Teachers utilize ELD standards-aligned assessment systems to inform instruction, establish priorities (for department/grade level meetings and PD), and provide tools for accountability.

Based on the assessment results and the EL Coordinator's evaluation, English Learner students are placed in either the **Structured English Immersion Program** or **Mainstream English Instructional Program**. Students who perform below the 30th percentile in the Reading and Language Usage sections of the MAP test and/or at ELPAC levels 1-3 will be placed in the

Structured English Immersion Program. Students who perform above the 30th percentile rank and/or at ELPAC levels 4-5 will be placed in Mainstream English Instructional Programs.

Structured English Immersion (SEI) Program: This program is designed to ensure acquisition of English language skills and access to core content so that ELs can succeed in a mainstream classroom. SEI is designed to ensure that ELs develop English proficiency and receive appropriate supports to make grade level content standards accessible. Following are the components of this program:

- Additional 50 minutes (daily) of structured English Language Development (ELD), during the Enrichment blocks of the schedule, will be provided through Specially Designed Academic Instruction in English (SDAIE) methodology, utilizing standards-based materials and supplemental materials
- Inclusion: All EL students will continue to receive regular 50 minutes of ELA classes daily
- Access to instruction in all curricular areas aligned to content standards
- Differentiated instruction in reading, writing, math, science, and social science
- Cooperative learning activities, conducted in English, in all classes to immerse students in the language while giving them opportunities to practice listening, comprehension, and speaking skills
- Frequent writing assignments in all classes that give students opportunities to practice writing and editing in English
- After-school programs and tutoring
- Collaborative learning experiences through club projects

Mainstream English Immersion Program

The goal of this program is to ensure that ELs continue to progress linguistically and academically to meet ELD and grade-level content standards. Students receive appropriately differentiated instruction and scaffolded academic content instruction and support.

BayTech's EL plan provides a content-based EL program during whole class instruction. Teachers draw on the EL components of the Language Arts curriculum. During whole class instruction, teachers utilize materials within the curriculum and engage students by using thematic planning and Specifically Designed Academic Instruction in English ("SDAIE") strategies. Manipulatives, visuals, graphic organizers, and interactive communication are just a few of the ways teachers create an educational environment that fosters language acquisition through content-based lessons. Small group intervention is provided. All teachers will be trained in SDAIE techniques.

Teachers work on simplifying classroom materials using SDAIE methods in a predominantly English speaking setting. When needed, teachers work one-on-one with students to ensure that beginning English speakers progress at an accelerated rate. Depending on the needs of the EL students, teachers use proven strategies, such as peer mentoring, multi-sensory experiential activities, modeling and tutoring, cooperative learning, and use of media and visuals, to provide effective oral language, literacy and content area instructions.

Teachers employ the following strategies to help their students:

- Simplify the language of instruction and not the concept being taught. Use simple sentence structure (verb-subject-object). Avoid the passive tense and compound and/or complex

sentences. Avoid negative phrasing in questions, such as "which answer is not?" and "all of the above except."

- Provide instructions and messages in written and verbal form.
- Build background knowledge before teaching a lesson.
- Write homework assignments on the board.
- Modify assignments for new students so that they can be successful doing a part of the class assignment.
- Work toward depth, not breadth of information, presenting materials in a clear, concise, comprehensible manner, eliminating all nonessential information.
- Impart information through several learning modalities: oral, visual, auditory, and kinesthetic.
- Present content area vocabulary and concepts using pictures, objects and hands-on activities.
- Provide concrete examples of words using flashcards, pictures and objects.
- Use graphic organizers such as webs, Venn diagrams, and charts to make information more accessible. Textual material is usually too dense for second language learners.
- Employ a variety of questioning strategies to determine the student's level of comprehension. Structure questions to student's level of language understanding.
- Class structure may be adjusted to help ELs.
- Students work in teams; ELs can then be active participants instead of simply observers.
- EL is paired with a student who is a native English speaker and of the same age.
- EL is paired with a student "buddy" in another grade.

Professional Development Re: Needs Of ELs

All teachers providing specialized academic instruction for EL students at BayTech must hold a CLAD or BCLAD credential, or other CDE certification that authorizes teaching to English Learner students. BayTech funds CLAD programs for all teachers.

Professional development topics include EL intervention strategies, differentiated instruction, and using pedagogical strategies effectively. These continue to be revisited in our regular PD with staff. In addition, all staff have external opportunities to participate in PD workshops and trainings specific to their needs.

Faculty works jointly at grade/department level meetings (bi-weekly) to identify students with academic challenges, exceptional needs, and/or behavioral issues (including ELs). Student achievement data and assessment results are analyzed by staff and the Response to Intervention (RTI) model aids in identifying the level of support that each student needs. Strong commitment, communication, and collaboration helps ensure students' needs are identified and addressed.

BayTech staff are required to:

- Implement the ELD curriculum consistently with fidelity, as outlined in the English Learner Master Plan
- Differentiate instruction daily during core classes, using research-based strategies and SDAIE methodology, to ensure students can access grade-level instruction and do not incur academic deficits while they learn English
- Attend all professional development and professional learning community sessions
- Monitor student progress in ELD and access to core class instruction, for progress towards

- minimum expected benchmark achievements
- Maintain contact with students' families and keep them apprised of their children's progress

Identification

After a student enrolls in BayTech, the School utilizes the Home Language Survey (HLS) to determine if a language other than English is spoken in the student's home. Prior to completing the HLS, parents are informed of its purpose and use, and notified that their child may be given an assessment to measure their English language proficiency level.

Assessment

If a language other than English is spoken at home, students are evaluated in the following ways:

- **NWEA MAP test** is administered in the first two weeks of school (with results arriving in 24 hours) to determine their English proficiency level.
MAP tests are a web-based assessment tool that provides detailed diagnostic data on each student's reading, language usage and math skills in a variety of sub-categories. In addition to generating reports broken down into sub-skills, NWEA can generate "skills reports" that identify which skills have been mastered and which skills need remedial support.

Teachers use the reports to create standards-based curricular maps and unit plans by looking at the standards that students have already mastered and those that need to be developed. They use them to assess the efficacy of the standards-based instruction that is being delivered and to make plans for re-teaching or acceleration as needed. Training in using NWEA for assessment and planning is part of the professional development that occurs prior to the start of school (and is then ongoing throughout the year).

The School's administrative team analyzes the data and makes inferences, and student performance data is shared with the school team for further study. Using teacher feedback, observations, and inferences from the student performance data, the team collaborates to create an action plan that will include recommended student placement and support strategies. This plan is implemented throughout the school, as well as during tutorial sessions.

- **ELPAC test** is administered within thirty days of enrollment (and at least annually thereafter between July 1 - October 31, until re-designated as fluent English proficient) – unless the school has proper documentation of a student's re-designation as Fluent English Proficient. (The California English Language Development Test (CELDT), aligned to the 1999 ELD Standards, will be replaced by the English Language Proficiency Assessments for California (ELPAC) system in 2018, which will be aligned to the 2012 revised CA ELD Standards.)

The ELPAC is also used for the annual assessment of each student's ELD level, along with scores on the California Assessment of Student Performance and Progress Test (CAASPP) in English-Language Arts (ELA), teacher observation, and optional parent input as secondary factors.

Parent Notification

BayTech notifies all parents of its responsibility for ELPAC testing and also of the corresponding results (within thirty days of receipt from publisher). The ELPAC is used to fulfill the requirements under the Every Student Succeeds Act (ESSA) for annual English proficiency testing.

Placement

Based upon the assessment results, the School administration, EL Coordinator, and the Response To Intervention (RTI) coordinator determines the most appropriate placement and support strategies, with the help of the student's parents and teachers.

Assessment of Progress

BayTech uses NWEA MAP assessment data, CAASPP data, and ELPAC results to evaluate the success and effectiveness of our EL program, as well as the growth of ELs. Our administrative team evaluates assessment data at the school level and are required to:

- Supervise classroom instruction for content and pedagogy to ensure the delivery of ELD and core curriculum through SDAIE and/or primary language instruction or support
- Provide leadership and support to teachers and staff to improve student achievement and accelerate the learning of ELs
- Conduct regular classroom walkthroughs to ensure that ELD and SDAIE instruction or support are being delivered in the manner outlined in the English Learner Master Plan
- Identify, design and implement appropriate interventions for ELs when they do not meet minimum progress benchmark achievement
- Utilize multiple sources of data to monitor EL program implementation
- Review placement of ELs in ELD instruction prior to the beginning of each semester and correct any inconsistencies with the Master Plan
- Ensure that teachers have professional development opportunities to continue to develop their skills and knowledge in ELD and SDAIE and/or primary language instruction or support
- Ensure that interventions are designed and delivered, consistent with the Master Plan
- Provide a welcoming environment for parents of EL students and ensure that they are regularly apprised of the EL assessment and reclassification process and results, instructional program options and placement, and EL progress monitoring

ELEMENT 2: MEASURABLE PUPIL OUTCOMES & ELEMENT 3: METHOD OF MEASURING PUPIL OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” – Ed. Code § 47605(c)(5)(B)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” – Ed. Code § 47605(c)(5)(C)

Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

Collective MPOs

Charter School sets the following targets for Measurable Pupil Outcomes related to school culture and climate.

<u>Collective MPOs for Middle and High Schools</u>	
1. Annually, at least 70% of students complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.	
<u>MPO</u>	<u>Target (%)</u>

2. Each year, at least 70% percent of students positively rate school safety.	70%; yearly growth of 3% until target is reached
3. Each year, at least 70% percent of students positively rate academic instruction.	70%; yearly growth of 3% until target is reached
4. Each year, at least 70% percent of students positively rate their voice in school decision-making and/or opportunity for feedback.	70%; yearly growth of 3% until target is reached

Additional Site Based MPOs	
<u>MPO</u>	<u>Target (%)</u>
Each year, 95% of applicable families will attend the Senior, Junior, Freshman or 8th Grade Parent meeting(s).	95%
Each year, 75% of students will show growth on their i-Ready testing in English and/or Math.	75%

Application of Education Code section 47607.3

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- *Depending on the circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.*
- *The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.*
- *The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.*

To better serve the students and the community, BayTech will continue to examine and update the following list of measurable student outcomes over time to reflect the school's mission, as well as any changes to state or local standards that support our mission. Should any changes to the measurable pupil outcomes be made, BayTech will submit those changes to the OUSD as an update to the charter.

The following tables include summaries of measurable student outcome goals, core academic skill goals, and goals for lifelong learning and interpersonal skills. Measurable outcomes and assessment tools in each of the academic areas of the curriculum are important for tracking student progress and provide key data about the efficacy of BayTech's academic program. This data is used to drive decisions about overall program development, as well as inform ongoing curriculum modifications and allocation of resources.

The principal, staff, and teachers of BayTech will be held accountable by the Board of Directors for meeting student outcome goals. Benchmark skills and specific classroom-level skills will be updated annually.

1. COLLECTIVE MEASUREABLE PUPIL OUTCOMES

The following two tables include BayTech's MPOs for 2013-15 and 2015-17:

Measurable Pupil Outcomes	Instrument	Target	Progress 2013-14	Progress 2014-15
Academic Performance Index ("API") growth	API reports (annual)	Meet or exceed the API growth in the year prior to charter renewal or two of the last three years prior to renewal	Not Available	Not Available
Adequate Yearly Progress ("AYP")	AYP reports (annual) MAP Testing (new)	1. Meet or exceed AYP targets in the year prior to charter renewal or two of the last three years prior to renewal 2. Schoolwide target proficiency rates for AYP in ELA: 2013-14: 52%, 14-15: 57%, 15-16: 63%, 16-17: 69%, 17-18: 77% 3. Schoolwide target proficiency rates for AYP in Math: 2013-14: 49%, 14-15: 54%, 15-16: 60%, 16-17: 66%, 17-18: 73%	1. No 2. 45.8% ELA / 44.9% MATH	1. Not Available

		MAP: %60 growth for each class from Fall to Spring		
Similar school API ranking	API reports (annual)	Rank 6 or better on the similar school API ranking system each year with an ultimate goal of 8 in the year prior to charter renewal	MET 2013 SS Rank: 7	Not Available
Schoolwide CST performance	CST reports	6-10% increase of Proficient or Advanced on CSTs each year (or 30% increase from 2012-2013 to 2016-2017)	Not Available	Not Available
CAHSEE passing rate	CAHSEE reports (annual)	1. CAHSEE passing rate of at least 81% during the first test administration of the year (10th grade) prior to charter renewal: 2013-14: 77%, 14-15: 78%, 15-16: 79%, 16-17: 80%, 17-18: 81% 2. CAHSEE passing rate of at least 90% by the end of 12th grade	1. PARTIALLY MET Math: 81% ELA: 71% 2. MET 100% of 12th graders passed CAHSEE	1. PARTIALLY MET Math: 84%, ELA: 68% 2. MET 100% of 12th graders passed CAHSEE
Graduation rate	School enrollment & graduation records (annual)	Graduation rate of no less than 90% each year	4-Year Cohort Graduation: 77%	MET 4-year Cohort Graduation: 96%
Dropout rate	School enrollment & graduation records (annual)	Dropout rate of no more than 3% each year	Cohort Dropout: 4.5% (ONE student)	MET Cohort Dropout Rate: 0%

Student attendance rate	ADA rate (monthly) Daily attendance reporting via SIS (daily)	Average daily attendance rate of at least 95%	MET 95% ADA	MET 95% ADA
Student suspension rate	CDE records (annual) Suspension reporting via SIS (daily)	Suspension rate of no more than 5% each year (The number of suspensions divided by the number of enrolled students)	MET 5%	MET 4.2%
English Learner (EL) performance	CELDT reports (annual) CDE records (annual) School records (annual)	1. 65% of ELs will advance one overall performance level on the CELDT prior to charter renewal: 2013-14: 61%, 14-15: 62%, 15-16: 63%, 16-17: 64%, 17-18: 65% 2. 65% of ELs at overall Early Advanced performance level on the CELDT who are enrolled in BayTech no less than one year will be reclassified to fluent English proficient (RFEP) each year.	1. 17% 2. 86% Reclassified	1. 42% 2. 50% Reclassified
Science fair participation	Science fair registration logs Grade reporting via SIS	At least 90% of students will do a science project and 70% of those will score a 4 or 5 on a 5 point rubric.	MET 90% participation in Science Fair MET 82% scored 4 or 5 on a 5-point rubric	MET 90% participation MET 85% scored 4 or 5 on a 5-point rubric
After-school participation	After-school sign-in logs ASES reporting	At least 45% of students will regularly participate in after-school programs each year with an	MET 68% of students participated; MET attendance rate of 91%	MET 92% of students in grades 6-9 participated; MET

		attendance rate of at least 90% for the year.		attendance rate of 92%
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Measurable Pupil Outcomes for Bay Area Technology School		
Bay Area Technology School	Annual Update (2015-16)	Annual Update (2016-17)* SBAC data for 2017 is based on preliminary/not-yet-published data
<p>STATISTICALLY SIGNIFICANT SUBGROUPS: For purposes of MPOs, all subgroups are “statistically significant” if they have 30 or more students, with the exception of Foster Youth, which is statistically significant with 15 or more students.</p>	<p>Hispanic/Latino: 127 Black/African American: 114 White: 30 English Learner: 58 Low-Income: 276 SpEd: 15 Foster Youth: 2 Homeless Youth: 1 TOTAL ENROLMENT: 284</p>	<p>Hispanic/Latino: 137 Black/African American: 110 White: 31 English Learner: 58 Low-Income: 294 SpEd: 19 Foster Youth: 1 Homeless Youth: 0 TOTAL ENROLLMENT: 294</p>
<p>By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10% or achieve a level of 50% percent.</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>2015: 23% 2016: 15%</p>	<p>MET 2015: 23% 2017: 33% <i>In just TWO years, ELA proficiency grew 10%.</i></p>
<p>By the end of the charter term, for each statistically significant student group, “increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10% or achieve a level of 40% (ELs) or 50% (all others).</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>In Progress <i>Hispanic or Latino:</i> 2015: 17% 2016: 22%</p> <p><i>Black or AA:</i> 2015: 23% 2016: 6%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2016: 13%</p> <p><i>English Learner:</i></p>	<p>MET for ALL subgroups <i>Hispanic or Latino:</i> 2015: 17% 2017: 35%</p> <p><i>Black or AA:</i> 2015: 23% 2017: 31%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2017: 21%</p> <p><i>English Learner:</i></p>

	<p>2015: 0% 2016: 5%</p> <p><i>Low Income Students:</i> 2015: 22% 2016: 15%</p>	<p>2015: 0% 2017: 24%</p> <p><i>Low Income Students:</i> 2015: 22% 2017: 33%</p>
<p>By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10% or achieve a level of 50%.</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>2015: 9% 2016: 11%</p>	<p>MET 2015: 23% 2017: 36%</p>
<p>By the end of the charter term, for each statistically significant student group, "increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 10% or achieve a level of 40% (ELs) or 50% (all others).</p> <p><i>(We wish to note that these goals were set in 2014-15 before any SBAC data was received, and without any context for realistic student performance on these new tests.)</i></p>	<p>In Progress <i>Hispanic or Latino:</i> 2015: 9% 2016: 13%</p> <p><i>Black or AA:</i> 2015: 5% 2016: 3%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2016: 27%</p> <p><i>English Learner:</i> 2015: 0% 2016: 0%</p> <p><i>Low Income Students:</i> 2015: 10% 2016: 11%</p>	<p>MET for ALL subgroups <i>Hispanic or Latino:</i> 2015: 9% 2017: 38%</p> <p><i>Black or AA:</i> 2015: 5% 2017: 18%</p> <p><i>White:</i> 2015: NA (≤10 tested) 2017: 50%</p> <p><i>English Learner:</i> 2015: 0% 2017: 6%</p> <p><i>Low Income Students:</i> 2015: 10% 2017: 33%</p>
<p>Each year, 50% of students will increase 4 or more points on the NWEA MAP Reading Assessment or achieve proficiency.</p>	<p>**BayTech notes that these goals were awkwardly stated as students are assigned different growth targets in NWEA MAP. With state testing now in place for three consecutive years, we believe the SBAC data should suffice to show appropriate growth by our students.</p>	
<p>Each year, for each statistically significant student group, 50% of students will increase 4 or more points on the NWEA MAP Reading Assessment or achieve proficiency.</p>		

Each year, 50% of ELs will improve one overall proficiency level on CELDT.	2015-16 - 35%	MET: 2016-2017 – 65%
Each year, have less than 10% of students absent more than 10% of the school days (chronic absence).	MET 4.2%	MET 3.4%
Each year, for each statistically significant student group, have less than 10% of students absent more than 10% of the schools days (chronic absence).	MET for all subgroups <i>Hispanic or Latino:</i> 2015-16: 4% <i>Black or AA:</i> 2015-16: 3% <i>White:</i> 2015-16: 3% <i>English Learner:</i> 2015-16: 2% <i>Low Income Students:</i> 2015-16: 4%	MET for all subgroups <i>Hispanic or Latino:</i> 2016-17: 3% <i>Black or AA:</i> 2016-17: 5% <i>White:</i> 2016-17: 0% <i>English Learner:</i> 2016-17: 0% <i>Low Income Students:</i> 2016-17: 5%
Each year, achieve a High School cohort graduation rate of at least 75%.	MET 4-year Cohort Grad Rate 91% (<i>TWO students out of 23 did not graduate – one moved back to Mexico and one continued on another year</i>)	MET 4-year Cohort Grad Rate 100%
Each year, for each statistically significant student group, achieve a high school cohort graduation rate of at least 75%.	MET <i>Hispanic or Latino: 89% (one student out of 9 moved back to Mexico)</i> <i>Black or AA: 91% (one student out of 11 continued on another year)</i> <i>White: 100%</i> <i>English Learner: 100%</i> <i>Low Income Students: 96%</i>	MET <i>Hispanic or Latino: 100%</i> <i>Black or AA: 100%</i> <i>White: 100%</i> <i>English Learner: 100%</i> <i>Low Income Students: 100%</i>

Each year, at least 50% of students and families positively rate school safety. <i>(Note: two different survey formats were used in 2016 and 2017, thus results are not directly comparable.)</i>	MET Students: 83% Parents: 65%	MET Students: 52% Parents: 87%
Each year, at least 50% of students and families positively rate academic instruction. <i>(Note: two different survey formats were used in 2016 and 2017, thus results are not directly comparable.)</i>	MET Students: 64% Parents: 65%	MET Students: 64% Parents: 87%
Each year, at least 50% of students and families positively rate their voice in school decision-making and/or opportunity for feedback. <i>(Note: two different survey formats were used in 2016 and 2017, thus results are not directly comparable.)</i>	MET Students: 52% Parents: 71%	MET Students: 61% Parents: 87%

2. STATE PRIORITIES UNDER LCFF

Please see Appendix.

3. FORMATIVE ASSESSMENTS

BayTech uses multiple measures to assess student and school progress toward meeting the goals described in the previous sections. Assessments are aligned to the school's mission, exit outcomes and the curriculum. Results of these assessments are used to facilitate continuous improvement of the programs offered. Student achievement data obtained from standardized assessments is disaggregated to clearly identify the academic performance of students by statistically significant sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities) to determine achievement of goals. BayTech will conduct the pupil assessments required pursuant to Section 60605 and any other statewide standards authorized in statute or assessments applicable to students in non-charter public schools.

In recent years, BayTech has implemented several new assessment tools to help drive improvements in student learning and performance on state standardized tests. In addition to ongoing textbook, online and teacher-created classroom assessments, BayTech incorporates the following:

- NWEA's adaptive MAP tests for English and Math are administered twice a year in grades 6-11, which enables comparison of beginning to end-of-year progress as well as year over

year growth. Results determine individual student levels, pinpoint where support is needed, and inform lesson plans. Teachers meet with students to share what is expected for the next MAP test and what they must do to achieve it. Growth targets are discussed and data is broken down to help students understand what is needed to become college ready. Results also are used by our Administrative team to monitor teacher efficacy over time and identify areas for coaching and targeted PD.

- Interim comprehensive SBAC tests are performed once each semester for grades 6-8 and 11, providing information on student progress on the various sections of the SBAC. This data helps teachers better establish targets for student support and track their progress in preparation for the spring test. In addition, Interim SBAC Block tests are administered at least four times throughout the year (before progress reports) for grades 6-8 and 11. This provides disaggregated student data and helps guide differentiated instruction, and determine where resources should be allocated to help close the achievement gap.
- Edmentum Accucess is a diagnostic assessment test used at BayTech that enables quick identification of a student's strengths and learning needs in reading, writing, and math; the assessment are particularly useful with ELs and other students with special needs. The program also prescribes specific content to fill identified learning gaps. This program is helping teachers personalize instruction and enable students to receive more targeted tutoring and academic programming.
- BayTech teachers also rely on various assessments throughout the learning process to check for understanding, including visual presentations, peer/self-assessments, constructive quizzes, discussion, essay writing, computer surveys, learning logs, and matching activities. The formative assessment process guides teachers in making decisions about future instruction. Teachers also use and evaluate students through tests and standards-aligned formative assignments – both teacher and publisher-created -- with aligned rubrics. Individual and team projects are evaluated using rubrics, and students are required to demonstrate research and critical thinking skills in addition to mastery of core academic subject matter detailed in the CCSS.

Teachers share and discuss these data in PD time, including common trend data from the last several reporting periods, to help guide instruction. For students achieving substantially below grade level, we use educational materials that provide review and re-teach programs, which also allow teachers to monitor the progress of students who are achieving below grade level. They further provide software generated tests and personalized instructional materials based on California CCSS which have not been achieved.

These internal assessments are analyzed individually by teachers and in collaborative groups during planning in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction.

The following chart illustrates the types of assessments administered by subject, grade level, and frequency.

Assessment, Purpose, Grade Levels and Administration Timeline

Assessment	Purpose	Grade	Administration Timeline
Internally-Created Tests and Rubrics for Performance-Based Tasks and Projects	Measure standards mastery in each subject	6-12	Daily and /or weekly
Publisher-Designed Assessments	Assess standards mastery	6-12	End of each unit
Writing Rubrics	Assess mastery of grade-level writing standards	6-12	Daily and/or weekly
CAASPP/SBAC and California Alternative Assessment (CAA)	State Criterion-Based Assessment in ELA and Math	6-8, 11	Once a year
Interim SBAC	State Criterion-Based Assessment in ELA and Math	6-8, 11	Twice a year
CAST (New NGSS-aligned Science Test)	State Assessment in Science	6-8, high school grade(s) as determined	Once a year
NWEA MAPs	National Normed-Referenced Assessment in ELA and Math	6-11	Beginning and end-of-year
ELPAC	Measure language acquisition	6-12	Upon enrollment; Every Year

4. DATA ANALYSIS AND REPORTING

The results of MAP and SBAC interim block tests, along with school-specific assessment data, are used to evaluate progress. Led by the Dean of Academics, Department Chairs, and Lead Teacher/Curriculum Coach, BayTech can effectively collect, analyze and review the data results from school-wide assessments and recommend modifications, if needed, to the school's curriculum and other programs at the end of every semester.

Coolsis: BayTech's School Information System

BayTech utilizes CoolSIS for its internal school information system (SIS). Aside from providing a very effective online communication tool for teachers, students and parents (for course material,

homework assignments, projects, course grade statistics and records of student grades), the system enables administrators to create and print reports within seconds. The system contains more than 70 pre-designed reports (including CA State ADA and CSIS reports), and allows administrators to create reports customized to their needs.

CoolSIS is a great asset to BayTech in the additional following ways:

- CoolSIS empowers BayTech administrators to supervise the school easily from anywhere. Administrators can take a snapshot of the school any time, in any aspect, including with past data.
- As a custom-made system, it is highly adjustable according to BayTech's needs and it continues to be developed to meet BayTech's needs.
- Longitudinal studies can be performed using CoolSIS.

The system is very cost-effective, considering the number of custom-designed reports.

5. GRADING, PROGRESS REPORTING, AND PROMOTION/RETENTION

Parents are apprised of their students' progress through quarterly report cards. The school records grades, attendance, homework, and student progress reports online, and provides regular access to parents. For parents without access to a computer, BayTech provides campus computers for parent use.

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At BayTech, course report card grades are represented in letter-grade equivalents to the percentage earned in each course.

Course report card grades are based on in-class performance tasks (assessments, projects, assignments, and classroom participation), homework, responsibility, and in some instances, additional discretionary components. Each department works with the Department Chair, in conjunction with the School's Academic Coordinator, to develop specific and consistent weights for each component, to be shared with parents and students.

BayTech follows a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses and a 5.0 (weighted) scale for AP and approved college courses.

Middle School Grade Promotion

In grades 6 through 8, for year-long courses, the numerical grades of two semesters are averaged to determine an end-of-the-year grade. The average numerical grade is then converted to a letter-grade and grade-point equivalent for GPA calculations. To earn credit, the end-of-the-year grade for the class must be at least a "C" (=2.0) or the second semester grade should be at least a "B-" (2.7).

To be promoted to the next grade, a middle school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science. Students who fail three or more core courses at the end of the year will not be promoted to the next grade. Eighth graders who are not being promoted will not be able to participate in eighth grade

promotion activities. Students who fail one or two core courses can attend summer school at a public school or participate in the BayTech Summer School program to make up failed courses during summer. Students may also receive a work package for their Science or History courses following the end of the school year and will be expected to complete it in three weeks; students will receive a promotion test after completing the summer package. During the summer, if a student earns a passing grade for the failed core courses and has a recalculated GPA of at least 2.0, he or she will be promoted to the next grade.

A Middle School Promotion Ceremony is held at the end of each school year. Students must be in good standing academically and behaviorally to be eligible to participate in the ceremony. The parents of ineligible students will be notified two weeks prior to the event.

High School Grade Promotion

In high school, course grades are semester-based and credit is granted at the end of each semester. Students need to have an end-of-the-semester final grade of at least a “C” (=2.0) to earn credit for the course.

To be promoted to the next grade, a high school student must have at least a 2.0 grade point average (GPA) and the minimum required credits described below before the start of the next school year. (Core courses are Math, Science, English Language Arts, and History/Social Science.)

- To be enrolled in grade 10, a student must have a minimum of 50 credits, including at least 20 credits in core courses.
- To be enrolled in grade 11, a student must have a minimum of 100 credits, including at least 50 credits in core courses.
- To be enrolled in grade 12, a student must have a minimum of 150 credits, including at least 90 credits in core courses.

Despite various interventions and extra supports (detailed extensively above), if students are still far below grade level or failing to make passing grades in three or more classes, another possible intervention will be retention. Parents will be informed through SST meetings and in written reports of student progress about possibility of retention by Dean of Academics (March). Although parents will be informed throughout the process, the final decision for retention rests with the BayTech administration and will be made on a case-by-case basis.

ELEMENT 4: GOVERNANCE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” – Ed. Code § 47605(c)(5)(D)

Operation by or as a Nonprofit Public Benefit Corporation

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School. Charter School shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the OUSD Office of Charter Schools (“OCS”) within 30 days of adoption.

Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 et seq.).

Indemnification of District

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter; the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

Governing Board Operation

Charter School shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 et seq.); the California Public Records Act (Government Code section 6250 et seq.); Government Code section 1090 et seq.; and the Political Reform Act (Government Code section 81000 et seq.) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

Charter School acknowledges the District's statutory right to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

Required Notification to the District

Charter School shall notify OCS in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

Charter School Records

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request under Education Code section

47604.3.

Charter School in accordance with Education Code section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial records, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of Charter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Charter School by law or charter provisions.

Charter School Ombudsperson

Charter School shall ensure that, at all times throughout the term of the Charter, a neutral party, “Ombudsperson”, is identified to serve as an independent resource, assisting families and community members in investigating and addressing complaints, conflicts, and other school-related issues. This individual’s name and contact information should be clearly articulated in the Charter School’s student and family handbook or distributed widely.

GOVERNANCE STRUCTURE

BayTech is a direct funded, independent charter school operated as a California Nonprofit Public Benefit Corporation, pursuant to California law.

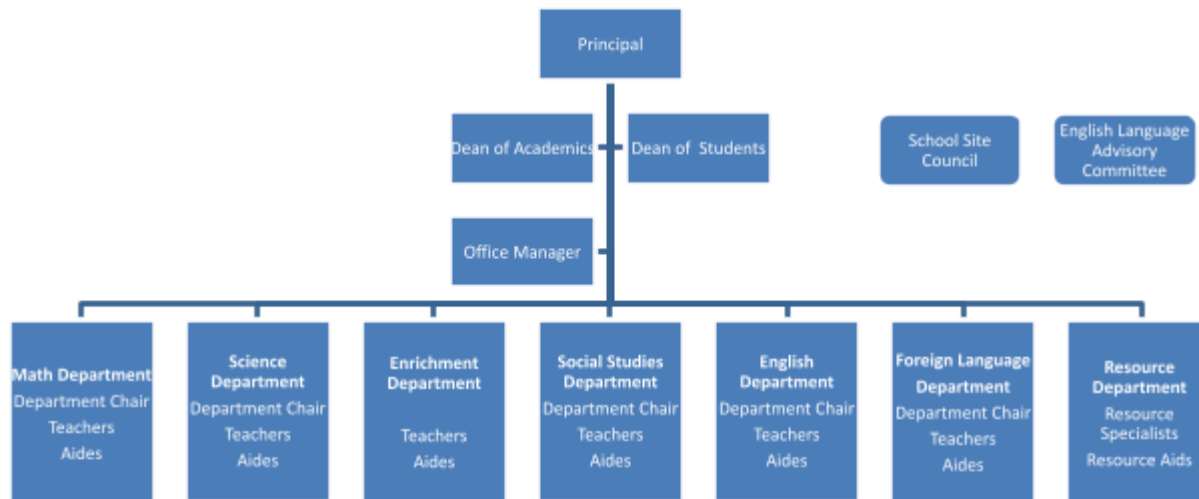
BayTech operates autonomously from the Oakland Unified School District (OUSD) with the exception of the supervisory oversight as required by statute. Pursuant to California Education Code Section 47604(d), the District shall not be liable for the debts and obligations of BayTech, operated as a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the charter school as long as the District has complied with all oversight responsibilities required by law. BayTech and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

Attached, as Appendix C, please find the Articles of Incorporation and Corporate Bylaws of Bay Area Technology School.

1. GOVERNANCE STRUCTURE

Organizational Chart

Please see the following figure for organizational chart of BayTech.



Major Roles and Responsibilities

Board of Directors

The Board of Directors (“the Board”) is ultimately responsible for BayTech’s operation and governance. The principal, appointed by the Board, is responsible for execution of daily management duties on behalf of the Board. The Board shall consist of a minimum of three (3) and a maximum of eleven (11) members, as fixed by resolution of the Board. The District reserves the right to appoint a single representative to the Board pursuant to California Education Code Section 47604(c). One director on the Board will be a parent representative from the school. Please see Appendix C for biographies of the directors of the Board of Directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

The Board is fully responsible for the operational and fiscal affairs of BayTech including but not limited to the following:

- Hire, supervise, evaluate, discipline, and dismissal of the Principal of BayTech
- Approve major contractual agreements (over \$5,000)

- Approve and monitor the implementation of general policies of BayTech, including effective human resource policies for career growth and compensation of the staff
- Approve and monitor BayTech's annual budget and budget revisions
- Act as a fiscal agent. This includes the receipt of funds for the operation of BayTech in accordance with charter school laws and the receipt of grants and donations consistent with the mission of BayTech.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices
- Establish operational committees as needed
- Regularly oversee the progress of both student and staff performance
- Involve parents and the community in school related programs
- Execute all applicable responsibilities provided for in the California Corporations Code
- Strategic Planning
- Approve the school calendar and schedule of Board meetings
- Participate in the dispute resolution procedure and complaint procedures when necessary
- Approve charter amendments as necessary and submit material revisions as necessary for District consideration
- Approve annual fiscal audit and performance report
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry out any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which the school is established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of BayTech any of those duties with the exception of budget approval or revision, approval of the fiscal and performance audits, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the entity designated
- Describe in specific terms the authority of the Board of Directors being delegated, any

conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation, and require an affirmative vote of a majority of Board members.

Principal

The Principal is responsible of the school operation and is accountable to the Board. Please see Element 5 for a detailed description of the Principal's responsibilities and duties.

2. COMPOSITION OF THE SCHOOL'S GOVERNING BOARD.

Directors will be voted on the Board based on their experience, qualifications and commitment to the mission and vision of BayTech. The Board shall strive to include directors who have expertise in education, law, finance, non-profit management, and more.

Current Board Members

Sewellyn Kaplan - President (March 1st, 2021 - present)

Sewellyn Kaplan is a former Special Education teacher and administrator in West Contra Costa. She is currently working as a literacy consultant across the U.S. as well as a supervisor of Special Education interns at Cal State East Bay. She is also a clinical professor of education at St. Mary's College of California. She is passionate about all educational opportunities for all.

Shannon Ortland - Secretary (October 2022 - present)

Shannon Ortland is the OUSD Board Appointed Director on the Bay Area Technology School Board of Directors. Ortland has more than 25+ in education. She is a leading expert in data driven instruction and served the Mount Diablo Unified School District of more than 35,000 students as their data and assessment coordinator. In July 2021 she accepted a new position at the Contra Costa County Office of Education as the Coordinator of Assessment, Research and Evaluation. In her role she serves more than 285 schools and 18 districts by providing technical support in the areas of assessments and educational services. She lives in Concord with her wonderful dog and is committed to making decisions based on student needs and outcomes.

Christina Filios Yiannakopoulos - (6/6/2022 - present)

Christina Filios Yiannakopoulos is the assistant director of secondary education at the Mount Diablo Unified School District. She has worked in education for more than 20+ years and has been an ELD and English Teacher, Vice Principal, Principal and district level administrator. She is passionate about ELD education and ensuring that students have access and choice in determining their future. She lives with her husband and two children in the Bay Area and can be found often in Oakland where she attends church. She holds an MA in Curriculum and Instruction and an MA in Educational Leadership.

Kevin Pardo CPA - Treasurer (6/6/2022 - present)

As a first generation college graduate, Pardo is interested in ensuring that others have the same opportunities that were presented to him when he was a student. Mr. Pardo lives in Hayward and is a tax executive with Roku in Palo Alto. Kevin has a BA in accounting and holds a CPA designation.

Lily Bramble - (4/10/2023-present)

Ms. Bramble has spent her entire life in the East Bay. She is a professional scientist working hands-on in the laboratory. She holds a BA in Health and Human Science with a Minor in

Biochemistry. She is employed by Nano Precision Medical/ Vivani Inc. in Emeryville CA as a Research Operations Associate II. At work she plans, coordinates and executes preclinical animal studies.

Gemeny Givens III - (12/4/2023-present)

As an AI researcher and a strategy consultant, Mr. Givens III has an in-depth understanding of computational processes, algorithms and technology use cases; coupled with the ability to convey highly technical information to a variety of business stakeholders. Having worked deeply with AI research and corporate communications, he is able to bridge the gap between business needs and computational feasibility. His experience as an entrepreneur, manager, and student athlete has helped make him a team player who thrives in dynamic and fast paced environments.

Dr. Moon Li - (4/22/2024-present)

Dr. Qi Wen "Moon" Li is a Caltech Ph.D. educated scientist. As a first-generation immigrant, she moved to Brooklyn, NY at the age of seventeen. She was the first person in her family to finish high school. In college, she undertook summer research at Yale University through a Mark and Pearle Clements Internship Award. Additionally, she pursued research abroad at the Graz University of Technology in Austria as part of the National Science Foundation's (NSF) International Research Experience for Undergraduates (iREU) program. These experiences helped her secure an NSF graduate research fellowship for her doctoral studies. Post-doctorate, she worked at IBM and Intel. Dr. Li is committed to promoting easy access to nutrition and education, resources she did not have until she immigrated to this country. She lives in Oakland with her husband and two children.

3. CRITERIA AND PROCESS FOR SELECTING GOVERNING BOARD MEMBERS.

Each director serves a two (2) year term; terms are staggered so that they don't all expire in one year. At each annual meeting, each seat on the incoming Board shall be filled by a separate vote of the current directors; a majority vote of a quorum of directors shall be sufficient to fill each seat. Any member of the school community may recommend a candidate to the Board for consideration.

GOVERNANCE PROCEDURES AND OPERATIONS

1. MEETING REQUIREMENTS AND PROCEDURES

BayTech is governed in accordance with all applicable laws and regulations relating to public agencies and charter schools and its corporate bylaws. The Board complies with the Brown Act and Education Code Section 47604.1.

The Board meets at least bimonthly; additional meetings may be called as necessary. All meetings of the Board are held at the school site. At its Annual Meeting each year (held in August), the Board approves the schedule of Board meetings for the upcoming year. The schedule for regular Board meetings is included in the school's monthly calendar distributed to all parents at the school. Board meeting agendas with date, time, and location are posted at the school campus near the office and on the school's website at least 72 hours in advance of scheduled meetings, in compliance with the Brown Act. Agendas for special meetings will be posted at least 24 hours before the meeting.

Notices for special meetings will be posted in the main office and at the primary entrance to the school at least 24 hours prior to the meeting. A book of minutes of all meetings, proceedings, and actions is kept at the school or such other place as the Board may direct according to its Bylaws.

2. BYLAWS AND DECISION-MAKING PROCEDURES

In accordance with the Bylaws of the corporation, a majority of the authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Every act taken or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Directors may participate in a meeting through use of conference telephone, or other electronic transmission in compliance with the Bylaws so long as minimally:

- 1) Each director participating in the meeting can communicate with all of the other directors concurrently and;
- 2) Each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection specific to, a specific action to be taken by the corporation.
- 3) For any meeting with board member telephonic participation, the agenda identifies the teleconferenced location and that location is open to the public. The agenda is also posted at the teleconferenced location. All votes taken at a meeting with telephone participation shall be roll call vote. At least a quorum of the board must be present within the jurisdiction of the corporation.

STAKEHOLDER INVOLVEMENT & DISPUTE RESOLUTION

School Site Council (SSC)

The School Site Council (SSC) is mainly an advisory body that works with the principal to develop, review, and evaluate school improvement programs. The SSC at BayTech consists of:

- The school principal
- 1 Teacher representative elected by the faculty
- 1 Parent representative elected by the Parent Club
- 1 Student representative elected by the Student Council

SSC recommends suggested courses of action for the board to adopt regarding site-specific issues. The SSC is also instrumental in providing feedback for the annual LCAP goal setting and review

process. The school principal communicates the SSC's recommendations to the Board.

English Learner Advisory Committee (ELAC)

State law mandates each school site with 21 or more students of Limited English Proficiency (LEP) in attendance, regardless of language, to form a functioning English Learner Advisory Committee (ELAC). The ELAC will be formed at BayTech when the school has 21 or more students of LEP. The English Learner Advisory Committee (ELAC) is mainly a committee of parents or other community members who want to advocate for English Learners. The committee provides parents of English Learners opportunities to learn more about the programs offered to their students and advises the principal and the School Site Council on programs and services for English Learners.

Parent Involvement

As noted above, while parent satisfaction with BayTech is high, increasing parents' active participation in their student's education is a primary goal, given the significant impact this engagement can have on student outcomes. BayTech promotes active parent involvement with school activities, governance/decision-making processes, and student achievement. The school actively seeks to engage with parents in meaningful ways and keeps them informed of their children's learning progress throughout the year.

- Parent/Student Orientations (English & Spanish) are held at the beginning of each school year and offer separate sections for new and returning students. Students and parents attend sessions on accessing the COOLSIS online grade book application; academics and Edmentum programs; new after-school tutoring options, Revolution K-12 test prep, and school expectations, discipline, and operations.
- Parent/Teacher conferences are held twice per year, with Spanish translation available. Parents can utilize the COOLSIS grade book application to continually monitor their child's progress; they can meet with teachers throughout the year to discuss student progress and any concerns. Teachers set up additional conferences after each semester-end Progress Report to meet with parents of students who fail to make progress on their goals.
- Parents, students and the College Counselor and Dean of Academics collaborate to establish a 4-Year Plan for students, which details the credits/courses a student will need to complete for graduation and post-graduation goals. Students set up profiles on Naviance and learn to track their own credits and progress towards goals, create work portfolios, and more. Students' 4-Year Plans are reviewed periodically with the College Counselor and parents are notified of student progress toward graduation.
- Twice each year, the Dean of Academics and College Counselor host College Night to help educate parents about students' post-secondary options, the college application and admissions process, financial aid and more.
- The Home Visit Program encourages teachers and staff (in pairs) to conduct visits to students' homes in order to establish stronger bonds with the students and their families, learn more about the student's home experience, communicate with parents about school expectations for the student's success, answer questions and more. These visits have led to a noticeable increase in parent engagement in their student's success and participation in school life, as well as stronger relationships between students and their teachers.

- The BayTech Parent Club meets monthly and organizes school and community wide events including the Harvest Festival, Cultural Food Fair, STEM Expo, and more. The Parent Club is led by a parent board (with officers) and the Principal appoints teacher and student liaisons to facilitate communication between the stakeholders. In the last year, the Club has resulted in a significant increase in parent participation, student excitement, community interest; annual traditions such as the Harvest Festival and Cultural Food Fair have become part of the BayTech culture.
- Parent advisory groups formed in recent years for activities such as LCAP goal setting and reflection, the WASC re-accreditation process, ELAC and more have provided additional avenues for parents to provide feedback to school leaders on school policies and procedures. Annual surveys gauge parent satisfaction with school programs.
- COOLSIS tracks student behavior/academics/attendance, with immediate updates for parents. Parents are contacted via School Reach, a telephone communication system; messages are sent in English and Spanish. Social media is also utilized to connect with a broader audience.
- Thanks to new communication strategies including phone calls from teachers, Back to School Night is now one of BayTech's most well attended events. Teachers provide information to parents on the curriculum covered for the school year; classroom rules and policies; and brief updates on student progress.
- Parents are contacted via School Messenger, our telephone and communication system. Messages are delivered in English and Spanish.
- BayTech will continue to create and distribute newsletters for each semester in English and Spanish to inform parents of accomplishments, school life, and upcoming events.
- The school website will continue to update and inform parents of upcoming school-sponsored events and activities.

3. COMPLAINT AND DISPUTE RESOLUTION PROCESS

BayTech has established complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. BayTech will not, at any time, refer complaints to the District.

The complaint procedures include clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures are clearly articulated in the school's student and family handbook and distributed widely.

BayTech will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with BayTech alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. BayTech will notify all its students and employees of the

name, office address, and telephone number of the designated employee or employees.

BayTech will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

BayTech will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

ELEMENT 5: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” - Ed. Code §47605(c)(5)(E).

Equal Employment Opportunity and Nondiscrimination

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

Teacher Credentialing Requirements

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

Employment Of Felons

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

1. JOB DESCRIPTIONS AND MINIMUM DESIRED QUALIFICATIONS**Principal, Assistant Principals**

The principal manages the overall program and service delivery to students through teaching and auxiliary staff. Assistant Principals/deans will assist the principal in instructional program

administration and student activities and services.

Skills and Qualifications:

- B.S. degree in Education, Engineering, or Natural Sciences
- Experience in teaching science and/or technology and administrative duties
- Up-to-date computer and technology knowledge
- Knowledge of school law, finance, and curriculum
- Ability to manage personnel
- Ability to interpret policy, procedures, and data
- Exceptional organizational, communication, public relations, and interpersonal skills.

Principal's Responsibilities and Duties:

- Monitor instructional and administrative processes to ensure that program activities are related to program outcomes and use findings to take corrective actions.
- Report to and consult with the Board.
- Hire, supervise, and evaluate the faculty and school site staff.
- Comply with state and federal laws and regulations affecting the school.
- Compile, maintain, and file all physical and computerized reports, records, and other documents required by law and BayTech policy, including accurate and timely reports of maximum attendance to requisition textbook.
- Manage use of school facilities. Supervise maintenance of facilities to ensure a clean, orderly and safe campus.
- Direct and manage extracurricular and intramural programs.
- Work with faculty and students to implement a student discipline management system that encourages positive student behavior and enhances the school climate.
- Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with the student handbook.

- Conduct conferences about student and school issues with parents, students, and teachers.
- Demonstrate awareness of school and community needs and initiate activities to meet those needs.
- Use appropriate and effective techniques to encourage community and parent involvement.
- Communicate with the chartering agency and attend necessary meetings.
- Report to the chartering agency when required.

Dean of Academics

Academic Program

- Assist with curriculum developments and improvement
- Supervise textbook review and textbook ordering
- Oversee the development of curriculum, lesson plans and instruction in the classroom
- Update course descriptions and offerings to UC, school manual and school website
- Coordinate teacher and student involvement of after school program including payment issues
- Evaluate course credits for all incoming high school students
- Responsible for developing and changes of daily class schedule
- Coordinate all academic activities with the department chairs
- Oversee all fieldtrip planning
- Coordinate failing letters and summer school/preparation
- Bring academic and event calendar to administrative meetings weekly

Student Performance

- Help students prepare a four-year plan

- Conference with students/parents on academic issues
- Manage the tutorial program and afterschool/Saturday school activities
- Assess grade reports and mid-quarter reports before they go home to families
- Manage standardized testing schedules and inventory
- Oversee effective use of CoolSIS
- Report weekly at administration meeting any teachers who are not using CoolSIS properly
- Review student progress at the end of each quarter and notifies parents of students on academic probation
- Maintain list of high honor/honor students

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation
- Provide Fiscal/Facilities Management
- Oversee school operations in principal's absence
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules
- Oversee student attendance records and assist the office manager on truancy issues
- Aid in safety drill practices and inspections.

Staff Development

- Hold teacher orientation and in-service training throughout the year
- Regularly prepare items for staff development for weekly faculty meetings and attend weekly administrative meetings

- Conference with teachers on academic issues in the classroom
- Conduct formal and informal teacher observations

Dean of Students

Student Management

- Provide for supervision of students during non-instructional hours
- Help students develop positive behavior through a student discipline management system
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline
- Hold parent/teacher/student conferences in regard to student and school issues
- Demonstrate use of productive and efficient skills to raise community and parent involvement

Supervision

- Supervise teachers with their before/after school and lunch duties
- Supervise at transition periods, lunch, before and after school

Discipline

- Oversee discipline issues for teachers in CoolSIS
- Coordinate and chair the school discipline committee

Support Services

- Supervise safety and welfare of students
- Manage support services including transportation, custodial and cafeteria

Teachers

The Principal establishes a hiring committee to interview teacher candidates. The hiring committee may consist of the principal, an administrator, and a teacher of the relevant subject from BayTech. If applicable, the interview process includes, but is not limited to the delivery of a lesson through which prospective teachers' classroom management skills and subject competency are observed. In addition, teachers' technology and computer skills are tested.

Skills and Qualifications:

- BA or BS (as appropriate) degree in subject matter with emphasis in engineering or natural science
- California Commission on Teacher Credentialing credential, certificate, permit or other document required for their certificated assignment.
- Well qualified in core courses as defined in section 6.2
- Understanding of subjects assigned
- Knowledge of curriculum and instruction
- Capability of effectively instructing students and managing their behavior
- Exceptional organizational, communication and interpersonal skills

Teacher's Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the charter's curriculum. Ensure written plans are available for review. The dean of academics will review all lesson plans
- Ensure lesson plans provide for differentiated instruction to address student learning styles
- Teach instructional subjects according to guidelines established by California Department of Education, charter policies and administrative regulations
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs
- Design instructional activities by using data from student learning style assessments
- Collaborate with special education teachers on student Individual Education Plans to ensure all modifications are met
- Collaborate with staff to determine charter requirements for the instructional goals, objective and methods.
- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process

Growth and Development

- Help students assess and enhance their study methods and habits
- Produce formal and informal testing to evaluate student success
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter principal
- Serve as an example for students, support mission of the charter

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior in agreement with the student handbook
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection

Communication

- Establish communication rapport with parents, students, principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills

Other

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary

Special Education Teachers

The primary role and responsibility of a Special Education Teacher is to provide services to special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. The Special Education teacher will develop student ability level instructional materials through modified curriculum and prepared lesson plans. The Special Education teacher will conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Skills and Qualifications:

- B.A. or B.S. degree
- Knowledge of special needs of students in assigned area
- Knowledge of Individual Education Plan (IEP) goal setting process and implementation
- Knowledge of curriculum and instruction
- California Commission on Teacher Credentialing certificate, permit or other document required for their certificated assignment

Special Education Teacher's Responsibilities and Duties:**Instructional Strategies**

- Work in conjunction with students, parents and other members of staff to develop IEPs
- Design, write and use instructional, therapeutic or skill development programs for assigned students and ensure written plan is available for review
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate
- Design instructional activities by using data from student learning style assessments
- Ensure IEP guidelines are met when presenting subject matter
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned

- Produce and oversee teacher aide and volunteer assignments
- Employ technology practices to strengthen the instructional process

Growth and Development

- Produce formal and informal testing to evaluate student success
- Oversee or ensure personal care, medical care and feeding of students as stated in IEP
- Coordinate and manage extracurricular duties as assigned
- Sponsor outside activities approved by the charter principal
- Serve as an example for students, support mission of the charter

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEPs.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEPs
- Collaborate with charter and outside resource people regarding education, social, medical and personal needs of students
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities
- Provide input on book, equipment and material selection

Communication

- Ensure good communication rapport with parents, students, principals and teachers through conferences
- Create and maintain a professional relationship with colleagues, students, parents and community members
- Present information accurately through clear communication skills

Other

- Enrich job skills through professional development activities
- Keep up to date on and abide by state and charter regulations and policies for classroom teachers
- Gather, manage and file all reports, records and other documents required
- Be active in faculty meetings and assist in staff committees as necessary

Special Education Aide

The primary role and purpose of a Special Education Aide is to provide assistance to the Special Education teacher for the physical and instructional needs of the charter students with disabilities in the special education program. The Special Education Aide will help implement educational programs, including self-help, behavior management and instructional programs for students. The Special Education Aide will work under direct supervision of a certified teacher and indirect supervision of the principal.

Skills and Qualifications:

- Capable of working with children with disabilities
- Capable of following verbal and written instructions
- Capable of communicating effectively
- Able to use general office equipment

Special Education Aide's Responsibilities and Duties:

Instructional Support

- Prepare educational materials and displays for the classroom with the assistance of the classroom teacher
- Assist in keeping class neat and orderly
- Assist teacher in handling administrative records and reports
- Help substitute teachers with classroom layout, or other pertinent classroom management
- Assist with inventory, care and maintenance of equipment

Student Management

- Help physically disabled students according to their needs, including but not limited to transferring to and from wheelchairs, lifting, or positioning
- Help students with physical needs and personal care, including but not limited to feeding, bathroom needs, and personal hygiene
- Assist in student behavior management; this includes handling crisis situations and restraining disruptive or dangerous students as needed
- Take responsibility for learning and conforming to each student's special medical, physical, communicative and emotional needs
- Coordinate educational activities assigned by the teacher; help individual students or small groups
- Assist in overseeing students throughout school day, inside and outside classroom; this includes lunchroom, bus and playground duty
- Advise teacher on special needs or problems of individual students

Other

- Ensure confidentiality
- Enhance job skills by participating in staff development programs
- Be active in faculty meetings and special events as assigned

Substitute Teachers and Tutors

A pool of daily substitute teachers and tutors will be established for tutoring activities during weekdays and weekends under the flexible education program. All tutoring activities at BayTech will be free of charge for all students.

Other Certificated, Classified and Other Personnel

The Principal will select other classified and other personnel based on an application and interview. Selection will depend on the ability to perform the job duties for that position.

- Other certificated personnel will perform duties as suitable for their job positions
- Office personnel will perform daily school business such as answering phone calls, typing letters, filing reports, and other necessary administrative duties.

- Maintenance duties will include janitorial services, light maintenance, and limited gardening duties. Food service duties may include food preparation, distribution, and maintaining a clean kitchen area

All employees' job descriptions and work schedules will be reviewed and modified as needed to meet the needs of the school and its students.

ELEMENT 6: HEALTH AND SAFETY

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” - Ed. Code §47605(a)(5)(F).

Site Safety Plan

Charter School shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (A) Child abuse reporting procedures;
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079;
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;
- (F) The provisions of any schoolwide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;
- (H) A safe and orderly environment conducive to learning at the school;
- (I) The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;
- (J) Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.

Pupil Safety**Immunizations, Health Examinations, and Health Screenings**

Charter School shall comply with all federal and state legal requirements related to student

immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

Employee Training

Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

Employee Screening Requirements

Criminal Background Clearances And Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly

supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

Tuberculosis Screening

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

The health and safety of BayTech staff and pupils is a high priority for the school.

1. HOW BAYTECH WILL SUPPORT AND PROMOTE HEALTH AND WELLNESS

Pursuant to the Healthy, Hunger-Free Kids Act of 2010, BayTech offers the National School Lunch Program, and provides a nutritious breakfast, hot lunch and snack program via OUSD Nutrition Services. Through P.E., students receive health and wellness curriculum including nutrition education, fitness, substance abuse, sexual health, healthy relationships and more.

2. SAFETY AND SECURITY PLAN

BayTech has adopted and implemented a comprehensive health and safety plan to create a safe and secure learning environment, which is kept on file for review, and conducts staff training annually on the safety procedures outlined in the plan. School administration monitors all activities consistently to provide safety and security for the students. A “team-on-duty” supervises students at all times. The health and safety policies include, but are not be limited to, the following topics:

Facilities

In the event BayTech occupies a facility other than one provided by the District, BayTech shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the California Building Standards Code. If BayTech fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. If BayTech moves or expands to another facility during the term of this charter, BayTech shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with the Education Code Section 47610, to the District for each facility at least 30 days before the school is scheduled to begin operations in the facility or facilities. BayTech shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation,

application, and enforcement of this provision are not subject to the Dispute Resolution Process.

The school site will be housed in facilities that have received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard, and that the school will maintain appropriate facility compliance documents on file. The School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills at least twice a year.

BayTech shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Dependent on the facility lease requirements, BayTech will outsource all maintenance/custodial duties and operational functions including major and minor repairs, pest control, landscaping and gardening to vendors qualified to perform such functions.

Auxiliary Services

School administrative staff will conduct annual reviews to ensure all applicable auxiliary services are safe (food services, transportation, custodial services, hazardous materials) by developing appropriate policies and awareness training.

Immunizations and Tuberculosis Testing

All enrolling students and staff will provide records documenting immunizations to the extent required for enrollment in non-charter public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Regulations Section 6000-6075. Records of student immunizations shall be maintained. BayTech will follow education Code Section 49406 with regard to tuberculosis risk assessment or testing.

Prescription Medications

Students requiring prescription medications and other medicines during school hours will be accommodated as per Education Code Section 49423. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week's notice to alert them that additional medication is needed.

Vision, Hearing, and Scoliosis Screening

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

Diabetes

BayTech will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Blood Borne Pathogens

BayTech shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Emergency Situations

BayTech shall utilize its School Safety Plan in responding to emergency situations. The School will ensure that the staff has been trained in health, safety, and emergency procedures. Staff will receive internal memos regarding relevant health and safety issues. Schoolwide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations will be conducted at regular intervals throughout the year. The School will create and maintain a record of each drill. Additionally, important safety and health topics will be addressed in the School’s newsletter.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

Fire Drills

BayTech shall conduct fire drills at least twice a year. The Office will maintain a record of each drill conducted with the amount of time it takes for complete evacuation.

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll to

ensure that all students are accounted for and be prepared to identify missing students to the office staff and the administrators. Students will remain with their teachers at the designated evacuation area until the administrative staff gives the “all clear” signal. In a successful fire drill, orderly evacuation begins immediately and is completed within five minutes of the initial alarm. The students and staff will then return to their appropriate classrooms and the teachers will take roll once more. Missing students will be reported to the attendance office.

Earthquake and Other Disaster Drills

BayTech shall conduct bimonthly disaster drills to prepare students and staff for any seismic activity and other disasters. The practice drills include the “duck, hold, cover” procedure. A disaster drill commencing with the “duck, hold, cover” procedure will be initiated by an announcement over the intercom. Students and staff will hear, “This is an emergency drill. Duck, hold, and cover.” Teachers will then turn off the lights and have students get under a desk/table or against the wall away from the windows. Students are to remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck, hold, cover” procedure immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “all clear” or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other natural disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

BayTech has prepared general classroom safety rules to help make classrooms safer in the event of serious seismic activity. This list of rules advises teachers, for example, to have their emergency clipboards readily available near the entrance/exit to their classrooms, instructs teachers-and staff-not to store heavy objects on top of cabinets, exits and ways of travel are to be kept free of obstructions and have their earthquake buckets at a visible location in the classroom. BayTech also participates in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

Bomb Threats

Every person receiving the call must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance. Therefore, the person receiving the threat will get as much information as possible from the caller. This includes the time of the day, wording of the message, background noises, quality of the voice and information about where the bomb is, what time it will go off, etc. The person receiving the threat should delay the caller as long as possible while s/he alerts another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter notify the police via 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office staff will coordinate information requests from/to law enforcement, the telephone company, and the parents/guardians. If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas including outdoor facilities.

Evacuation Plans

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom.

Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their emergency clipboards that include class attendance rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities, will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff. Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and

students will be escorted to the designated area for release.

Drug Free/Alcohol Free/Smoke Free Environment

BayTech shall function as a drug, alcohol and tobacco free workplace.

Criminal Background Checks

Each employee and contractor of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. Employees and contractors will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start working until results are received from the Department of Justice and they are cleared to begin work. The Principal shall monitor compliance with this policy and report to the Board on a regular basis. The Board shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Comprehensive Sexual Harassment Policies and Procedures

BayTech is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. BayTech has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct).

Child Abuse Reporting

BayTech will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. BayTech staff must report to the proper authorities if they suspect the following occurring to a student:

- Sexual assault
- Neglect
- Willful cruelty or unjustifiable punishment
- Cruel or inhuman corporal punishment or injury
- Abuse in out-of-home care

The reporting person need only to “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse.

The Principal will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one

thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Principal and/or proper authorities.

All suspected cases of child abuse will be brought to the Principal and/or proper authorities. A written report of the situation will be completed and the Department of Child Support Services will be immediately notified. If necessary, the Police Department will be informed of the situation as well. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or the Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, BayTech staff will obtain the contact information of the agency person removing the child. This information will be placed in the student's record and be available to the parent /guardian.

Workplace Safety

All employees are responsible for their own safety, as well as that of others in the workplace. BayTech will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the school premises, or in a product, facility, piece of equipment, process, or business practice for which BayTech is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis BayTech will issue rules and guidelines governing workplace safety and health in its employee handbook. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance as described in BayTech's employee handbook will not be tolerated.

Insurance

BayTech will secure and maintain general liability, workers compensation, and other necessary insurance coverage as required by the District.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy by January 1, 2025 to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California

Department of Education.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

In the event the Charter School participates in the California Interscholastic Federation it shall, on or before April 1, 2025, post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

3. CUSTODIAN(S) OF RECORDS

The Principal will serve as the Custodian of Records.

ELEMENT 7: BALANCE OF RACIAL/ETHNIC, SPECIAL EDUCATION, AND ENGLISH LEARNER STUDENTS

“The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” - Ed. Code § 47605(c)(5)(G).

1. DISTRICT & SURROUNDING SCHOOL RACIAL & ETHNIC DEMOGRAPHICS CHART

Please see Appendix F. As noted, BayTech’s student population is very diverse: 100% of our students qualified for FRPL; 47% Hispanic/Latino, 37% African American, 20% English Learners with another 27% RFEP, 7% Special Education students and <1% foster youth.

2. DEMOGRAPHICS AND RECRUITMENT OF DIVERSE STUDENTS

BayTech implements a special recruitment process that successfully achieves a racial and ethnic, special education, and English Learner balance among its students that reflects the general population residing in the geographic boundaries of the District. This process involves the following:

- Discussion and distribution of application materials at places where diverse populations may be reached, including community centers, neighborhood meeting areas, and existing schools;
- Distribution of materials in English and Spanish to reach the limited English proficient populations that exist in the target area;
- Employment of bilingual individuals who specialize in public relations with underrepresented communities and neighborhoods;
- Host Open Houses and provide tours of the school;
- Monthly or biweekly public presentations;
- Advertising that includes electronic media, flyers, and direct mail.
- Distribution of flyers at playgrounds, recreation centers and/or sports clubs in our neighborhood;
- Direct mailing to the parents/guardians of 5th and 6th grade children.

BayTech maintains an accurate accounting of the ethnic and racial, special education, and English Learner balance of students enrolled in the school. Such data drives additional recruitment measures should the data indicate that the racial and ethnic, special education, and English Learner distribution is not reflective of the surrounding communities. BayTech documents the efforts made to achieve racial and ethnic, special education, and English Learner balance in accordance with the

charter petition and standards of charter legislation.

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

“Admission policies and procedures, consistent with subdivision (e) [of Education Code Section 47605].” - Ed. Code § 47605(c)(5)(H).

Documentation Of Admissions And Enrollment Processes

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

BayTech is a part of the OaklandEnrolls common application and does not involve the topics of disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation as part of the application process. This information is not required, nor asked of, prior to the pupil’s admission and enrollment at BayTech per Education Code section 47605(e)(2)(B)(iii).

Homeless and Foster Youth

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

Non-Discrimination

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status,

primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

Parent Engagement

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because their parent cannot, has not, or will not provide volunteer service to Charter School.

ADMISSION REQUIREMENTS

1. SPECIFIC ADMISSIONS REQUIREMENTS

BayTech is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). Enrollment to the school is open to any resident of the State of California. BayTech will enroll all pupils who wish to attend to the extent that space allows. CA Ed. Code § 47605(e)(2)(A).

BayTech complies with all applicable state laws pertaining to student admission and enrollment including California Education Section Code 47605(c) and 47605(e). BayTech will admit all students residing in California who wish to attend on a space-available basis as outlined in Education Code 47605(e)(2). BayTech is nonsectarian in its programs, admission policies, and all other operations, and does not charge tuition nor discriminate against any pupil on the basis of the characteristics listed in Section 220. Student diversity is expected to reflect the ethnic and racial, special education, and English Learner balance of people residing within the territorial jurisdiction of OUSD. There is no district residency requirement for the student or for the student's parent or guardian.

BayTech does not enroll pupils over 19 years of age unless they have been continuously enrolled in public school upon turning age 19 and making satisfactory progress toward high school diploma requirements and are not more than 22 years of age.

A written admissions application is required for each student. A student's IEP will never be required prior to participation in any enrollment lottery or as a condition for enrollment. An open application period will be publicly announced each year.

The school will include specific information in its outreach materials, on the school website, at community meetings and open forums notifying parents of the school's open application period and lottery dates as well as the District's contact information to access additional information regarding enrollment. As part of the Fall Information Update, BayTech will notify the District in writing of the application deadline and proposed lottery date. BayTech will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Parents/guardians will be encouraged to either attend BayTech workshops or meet with a designated BayTech staff or faculty member before admission to learn about the school mission, teaching philosophy, and how parents can contribute to the school. In these meetings and workshops, our staff will explain the expectations from the parents at home to enable their students to comply with the school schedule and homework requirements, as well as how parents can participate in the activities of subcommittees that help operate the school.

LOTTERY PREFERENCES AND PROCEDURES

1. ADMISSION PREFERENCES



Enrollment preferences in the case of a lottery will be given in the following order:

1. Siblings of existing students
2. Children of employees or board members of BayTech
3. Students residing in District boundaries

No other preferences shall be given.

2. PUBLIC RANDOM DRAWING

If the number of pupils who wish to attend the charter school exceeds the school's capacity, enrollment, except for existing pupils of the charter school, shall be determined by a public random drawing. The public random drawing ("lottery") will take place within three weeks of the closing of the open application period. The school will choose a date and time (preferably on the weekend or on a weekday evening) so that most interested parties will be able to attend.

The school will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through various media outlets prior to the lottery date. The lottery will be held at the school site if the school facility can accommodate all interested parties. Otherwise, the school will secure a meeting room that is large enough to accommodate all parties and to allow them observe the lottery.

In the lottery, all names are drawn and listed in order, separately, for each grade level. Once the school capacity is met, the remaining students' names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied. All waiting lists expire annually at the end of the formal academic year, or as otherwise determined by the Board of Directors. BayTech will maintain auditable records of the above activities.

BayTech will invite District representatives as official observers of the lottery to verify the lottery procedures are fairly executed. The lottery will be video-recorded and the School will keep documents in record including a written statement signed by the principal that identifies the procedures used, details of the event, lists of all applicants and applicants who secured a spot at the School through the lottery.

Notifications of Admission Status

Notifications of admission status will be mailed to all applicants within two weeks of the lottery date. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order.

If the enrollment packets are not returned within 10 business days from the date of postage, then admission for that student is forfeited. In addition, the School shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Students on the waiting list will be notified by phone immediately if space becomes available and, if it is still at least two weeks prior to the start of the new school year, they will have two weeks to return the enrollment forms; if it is less than two weeks to the start of the new school year or school has already begun, families will have 72 hours to return the enrollment forms and secure their child's place. If the enrollment forms are not returned within the allotted time, then admission for that student is forfeited, and the next student on the waiting list will be contacted. As students' parents/guardians are called from the wait list, the front office personnel will make a notation of the date and time of the call, if a contact was reached or a message left, and whether the student accepted or declined to be enrolled.

ELEMENT 9: INDEPENDENT FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” - Ed. Code Section 47605(c)(5)(I).

ANNUAL AUDIT PROCEDURE

Each fiscal year, the Board contracts and oversees the preparation and completion of an annual audit of the school’s financial affairs. The Board will be responsible for contracting with an audit firm from the State Controller’s list of approved charter school auditors by March 1 of each year, unless the existing contract is a multi-year contract. The Board President is responsible for ensuring that any auditor selected by the Board is from the State Controller’s list of approved charter school auditors.

The Principal will be responsible for providing requested information to the Auditor, in collaboration with BayTech’s back office services provider.

At the conclusion of the audit, the Principal and Board will be responsible for reviewing the results of the annual audit, identifying any audit exceptions or deficiencies, and determining how to resolve them. The Board will review and approve the audit no later than December 15.

The Board will submit a report to the District describing how the exceptions or deficiencies (if any) have been or will be resolved to the satisfaction of the District along with an anticipated timeline. The Principal will provide a final copy of the audit to OUSD, OCOE and the CDE as required, by the December 15 annual deadline.

Results of annual independent audits, as well as regular financials reviewed by the Board, will be made available to the District and the public via publicly-noticed and open Board meetings and reports.

ELEMENT 10: PROCEDURES BY WHICH PUPILS CAN BE SUSPENDED OR EXPELLED

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” – Ed. Code § 47605(c)(5)(J)*

Student Due Process Protections

Charter School’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

- (i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:
 - (I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
 - (II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

The BayTech Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at BayTech. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This Policy shall serve as BayTech's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Parent/Student Handbook which is sent to each student at the beginning of the school

year. The BayTech administration shall ensure that students and their parents/guardians¹⁴ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available on request at the Principal's Office.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom BayTech has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. BayTech will follow all applicable federal and state laws, including, but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom BayTech has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated

¹⁴ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

below.

Positive student behavior and improvements will be acknowledged and encouraged. Teachers will not only report discipline issues on the school information system, CoolSIS, but also positive behaviors and accomplishments. Parents will also be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

Grounds for Suspension and Expulsion Of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including, but not limited to:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

1. Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- s) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of

- a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

2. *Non-Discretionary Suspension Offenses*

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. *Discretionary Expellable Offenses*

Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body,

whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

- p) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person

- of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

4. *Non-Discretionary Expellable Offenses:*

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

SUSPENSION PROCEDURES

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed a period of five (5) consecutive school days per suspension.

Upon a recommendation of placement/expulsion by the Principal or Principal's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

EXPULSION PROCEDURES**Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the Board following a hearing before it or by the Board upon the recommendation of an Administrative Panel, to be assigned by the Board as needed. The Administrative Panel should consist of at least three (3) members who are certificated and neither a teacher of the student or a Board member of the Board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be

deemed served upon the student. The notice shall include:

- a) The date and place of the expulsion hearing;
- b) A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- c) A copy of BayTech's disciplinary rules which relate to the alleged violation;
- d) Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- e) The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- f) The right to inspect and obtain copies of all documents to be used at the hearing;
- g) The opportunity to confront and question all witnesses who testify at the hearing;
- h) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

BayTech may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, Administrative Panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- a) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b) BayTech must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c) At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

- g) If one or both of the support persons is also a witness, BayTech must present evidence that the witness' presence is both desired by the witness and will be helpful to BayTech. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- h) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- i) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- j) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the student recommended for expulsion, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board, who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or designee following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- a) Notice of the specific offense committed by the student; and
- b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with BayTech.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following:

- a) The student's name; and
- b) The specific expellable offense committed by the student.

Disciplinary Records

BayTech shall maintain records of all student suspensions and expulsions at BayTech. Such records shall be made available to the District upon request.

Expulsion Appeal

An expulsion may be appealed to the Board of Directors within ten working days and must be submitted in writing to the Principal. The appeal will be considered by the Board of Directors and the family will have a meaningful opportunity to be heard in the appeal process. For a student who is not reinstated upon appeal, the family will be sent written notification by the Principal, within 24 hours of such decision, including specific reasons why reinstatement was denied.

The appeal decision of the Board of Directors will be impartial and final. BayTech will create and maintain records of the expulsion proceedings and make audio records and written findings available to students/parents and provide post expulsion support to expelled students and their families to facilitate continued access to education.

Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district

of residence. BayTech shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

BayTech shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves BayTech without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. BayTech shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(e)(3).

Rehabilitation Plans

Students who are expelled from BayTech shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to BayTech for readmission.

Readmission

The decision to readmit a student or to admit a previously expelled student from another school, school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon BayTech's capacity at the time the student seeks readmission.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

Notification of the SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum,

although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the student's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
- b) If the conduct in question was the direct result of the LEA's failure to implement the IEP/504 plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such student, provided that BayTech had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the student to the placement from which the student was removed, unless the parent and BayTech agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then BayTech may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent/guardian of a student with a disability who disagrees with any decision regarding placement, or the manifestation determination, or BayTech believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or BayTech, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and BayTech agree otherwise.

Special Circumstances

BayTech personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated BayTech's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if BayTech had knowledge that the student was disabled before the behavior occurred.

BayTech shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to BayTech supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
- b) The parent/guardian has requested an evaluation of the student.
- c) The student's teacher, or other BayTech personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other BayTech supervisory personnel.

If BayTech knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible students with disabilities, including the right to stay-put.

If BayTech had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. BayTech shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by BayTech pending the results of the evaluation.

BayTech shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Outcome Data

Outcome data will be maintained including suspensions, expulsions and expulsion placements, and reinstatements.

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” - Ed. Code § 47605(c)(5)(K).

All full-time teaching employees who are eligible participate in the State Teachers’ Retirement System (STRS). Employees will accumulate service credit years in the same manner as all other members of STRS. All full-time non-teaching employees who are eligible participate in the Public Employees Retirement System (PERS). Social Security payments will be contributed for all qualifying non-STRS/PERS members. All full-time eligible employees will be covered by the Federal Social Security program.

BayTech will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and the charter school will be forwarded to the STRS and PERS funds as required. BayTech will submit all retirement data and will comply with all policies and procedures for payroll reporting.

The Principal will be responsible for ensuring that appropriate arrangements for the retirement coverage have been made. The Board of Directors retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b), 457 or 401(k) plans.

ELEMENT 12: PUPIL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend the charter school.” - Ed. Code § 47605(c)(5)(L).

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

BayTech is a school of choice and no students shall be required to attend. Pupils who choose not to attend BayTech may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the district. Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in BayTech, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RIGHTS OF RETURN

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” - Ed. Code §47605(c)(5)(M).

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

Any employee of an LEA including OUSD, who leaves the employment of the LEA to work at BayTech, shall only have the rights to return to the LEA, to carry over sick/vacation leave rights from BayTech back to the LEA and to continue earning service credits (tenure) at the LEA while employed by BayTech as may be specified by the LEA pursuant to its policies, applicable collective bargaining agreements and applicable law.

ELEMENT 14: DISPUTE RESOLUTION

“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to the provisions of the charter.” - Ed. Code § 47605(c)(5)(N).

Procedures for Complaints against Charter School

Charter School will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will ensure that its complaint processes are fair and accessible for families. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school’s student and family handbook or distributed widely.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in

such a manner.

Complaints by Students and Employees

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

Disputes between the District and the Charter School

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Bay Area Technology School, c/o School Director
Bay Area Technology School
1445 23rd Avenue
Oakland, CA 92606

To Director, Office of Charter Schools:
1011 Union Street #947
Oakland, CA 94607

(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The

Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed.

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

ELEMENT 15: CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.” - Ed. Code § 47605(c)(5)(O).

Closure Action

The decision to close Charter School must be documented in a “Closure Action.” A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

Closure Procedures

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide the OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the OCS.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to

the OCS.

4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to OCS.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to OCS.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to OCS in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate,

grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be submitted to OCS in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.

3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit shall identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property,

furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.

2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
5. The submission of an inventory of equipment log in coordination with the charter school's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:
 - a. Name and contact of person(s) handling the liquidation;
 - b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);
 - c. An identification number that corresponds to a tag on that item;
 - d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
2. Make final federal tax payments (employee taxes, etc.)

3. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

ADDITIONAL PROVISIONS

FACILITIES

Prior to occupancy or use of any school site or facility, Charter School shall provide OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located. This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to OCS upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Hold Harmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys’ fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The

audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

Data and Information Reporting

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
 - Preliminary budget
 - Local control and accountability plan
 - First interim financial report
 - Second interim financial report
 - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
 - Annual independent audit report (Ed. Code § 47605(m))
 - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
 - 20 day attendance report (Ed. Code § 47652(a))
 - Monthly attendance reports
 - Principal Apportionment Data (P1, P2, and P-Annual)
 - Monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies)

Additionally, Charter School shall notify OCS in writing in a timely manner of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Material Revision Request Packet

Bay Area Technology School

Submission Date: September 12, 2024

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LEASE AGREEMENT

by and between

1445 23rd Avenue LLC, a California
limited liability company,
as Lessor

and

Bay Area Technology School,
a California nonprofit public benefit corporation,
as Lessee

for the use and occupancy of certain facilities in the operation of

Bay Area Technology School,
a California charter school

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LEASE AGREEMENT

1. Basic Provisions.

1.1 **Parties.** This Lease Agreement (“**Lease**”), dated for reference purposes as of October 3, 2023, is made by and between 1445 23rd Avenue LLC, a California limited liability company (“**Lessor**”), and Bay Area Technology School, a California nonprofit public benefit corporation (“**Lessee**” together with Lessor, the “**Parties**,” or individually a “**Party**”). This Lease is entered into for the use and occupancy of the Premises (as defined below) by Lessee in the operation of that certain charter school currently named Bay Area Technology School (the “**School**”), pursuant to a charter petition approved by the Oakland Unified School District (the “**Charter**”).

1.2 **Premises.** This Lease relates to the real property located in the County of Alameda, State of California commonly known as 1453 and 1445 23rd Avenue, Oakland, Ca 94606 and 2280 East 15th Street, Oakland, CA 94606, including the land more particularly described in the legal description attached as Exhibit A hereto (the “**Land**”) and an existing 17,840 square foot theater building (the “**Building**”) and an associated parking lot that Lessor intends to redevelop into a charter school facility for use by Lessee in the operation of the School. The Land, the Building, and all other improvements now or hereafter located thereon and appurtenances thereto are referred to collectively herein as the “**Premises**.”

1.3 **Term.** The term of this Lease (the “**Term**”) shall commence on August 1, 2024, (the “**Commencement Date**”) and end on July 30, 2059, (the “**Termination Date**”), unless sooner terminated pursuant to any provision hereof, provided, that Lessee’s right of possession shall not commence until the date on which redevelopment of the Building on the Premises has been substantially completed and possession is delivered to Tenant pursuant to Section 2.1 below (the “**Possession Date**”). Payment of Base Rent shall commence on the Rent Commencement Date (as defined below).

1.4 **Base Rent.** During the Term, commencing on August 1, 2024 (the “**Rent Commencement Date**”), and continuing through the termination of this Lease, Base Rent shall be payable in the amounts set forth in Schedule 1 to this Lease.

1.5 **Agreed Use.** The Premises shall be used as an educational facility, for uses ancillary thereto, and for such other uses as Lessor may approve in writing, in Lessor’s reasonable discretion. (See also Lease Section 6.1 and Section 6 of Exhibit C hereto.)

1.6 **Real Estate Brokers.** Each party warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate broker or agent or finder who is entitled to a commission and/or fee in connection with the making and entering into of this Lease. Further, each party hereby indemnifies and holds the other party harmless from the payment of any such claims for commissions or fees based on its conduct or dealings with any real estate broker, agent or finder.

1.7 **Ancillary Agreements.** Lessee has entered into documentation as required by the CDE Lenders (as described in Section 6.1(b)) including without limitation the ancillary agreements described on Schedule 2, attached hereto.

2. Premises.

2.1 **Letting.** As of the Commencement Date, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease; provided, that (i) Lessee's right of possession shall not commence until the Possession Date, and (ii) Lessee's obligation to pay Base Rent and otherwise pay Rent hereunder shall not commence until the Rent Commencement Date. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation that the parties agree is reasonable. Lessor agrees to undertake and diligently pursue redevelopment of the Building and related improvements substantially in accordance with plans and specifications that have been approved, and may hereafter be approved, by Lessor and Lessee in accordance with applicable building codes, applicable laws, regulations, and ordinances, and covenants or restrictions of record ("**Lessor's Work**"), with the goal of substantially completing Lessor's Work such that the Building is suitable for occupancy by Lessee and any necessary certificate of occupancy have been obtained on or before August 31, 2024, subject to any delays not reasonably within the control of Lessor; provided, that unless otherwise agreed by Lessee, Lessor's Work shall be completed and the Possession Date shall occur no later than December 31, 2024.

2.2 **Compliance.** With respect to the Premises, Lessee will, at its sole expense, comply with the applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that are enacted or executed following the Possession Date, including, if so required, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("**Capital Expenditure**"). Notwithstanding the above, if the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or Lessee-initiated modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense.

2.3 **Energy Use Disclosure Program.** Lessee hereby acknowledges that Lessor may be required to disclose certain information concerning the energy performance of the Building (the "**Energy Disclosure Information**") pursuant to California Public Resources Code §25402.10 and the regulations adopted pursuant thereto (collectively the "**Energy Disclosure Requirements**"). If and to the extent not prohibited by applicable laws, Lessee hereby waives any right Lessee may have to receive the Energy Disclosure Information, including, without limitation, any right Lessee may have to terminate this Lease as a result of Lessor's failure to disclose such information. Further, Lessee hereby releases Lessor from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Lessor's failure to disclose the Energy Disclosure Information to Lessee prior to the execution of this Lease. Lessee's acknowledgment of the AS-IS condition of the Premises pursuant to the terms of this Lease shall

be deemed to include the energy performance of the Building. Lessee further acknowledges that, pursuant to the Energy Disclosure Requirements, Lessor may be required in the future to disclose information concerning Lessee's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and lessees of the Building (the "**Energy Use Disclosure**") and Lessee agrees to provide Lessor with all such information as Lessor may require in order to satisfy the Energy Disclosure Requirements. Lessee hereby (A) consents to all such Energy Use Disclosures, and (B) acknowledges that Lessor shall not be required to notify Lessee of any Energy Disclosure Information. Further, Lessee hereby releases Lessor from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Energy Use Disclosure. The terms of this Section shall survive the expiration or earlier termination of this Lease.

2.4 CASp Inspection for Accessibility. Lessor notifies Lessee that the Premises have not undergone an inspection by a Certified Access Specialist ("**CASp**"). A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction related accessibility standards under California state law. Although California state law does not require a CASp inspection of the Premises, the Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the Premises.

3. Term.

3.1 Term. The Commencement Date, Termination Date, and Term of this Lease are as specified in Section 1.3.

3.2 Delivery of Premises. Lessor shall deliver possession of the Premises to Lessee on the Possession Date. The Lessee's obligations under this Lease shall begin on the Rent Commencement Date.

3.3 Lessee Compliance. On or before the Rent Commencement Date, Lessee shall provide evidence of insurance required by Section 8 hereof.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be rent ("**Rent**").

4.2 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without notice or demand, offset or deduction in the amounts set forth on Schedule 1 to this Lease. Rent for any period during the Term hereof that is for less than one full calendar quarter shall be prorated based upon the actual number of days of said quarter. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment that is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In

the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of Fifty Dollars (\$50) in addition to any Late Charge. Payments will be applied first to Base Rent, second to accrued Late Charges including any Late Charges and Default Rate interest charged to Lessor under a Loan (as defined below), which charges and interest become due by reason of Lessee's failure to pay Base Rent when due and payable hereunder, and attorney's fees, then to accrued interest, and any remaining amount to any other outstanding charges or costs.

4.3 Supplemental Rent. In addition to Base Rent, Lessee shall be responsible for the payment of Supplemental Rent. Supplemental Rent shall be paid to Lessor on demand or, if such Supplemental Rent is ongoing and can be calculated on a periodic basis, on a quarterly basis pursuant to a written schedule from time to time delivered by Lessor.

"Supplemental Rent" shall include but not be limited to the following:

(i) Amounts necessary to pay, or to reimburse the Lessor for, any fees, expenses, taxes or assessments that it pays under the terms of the Loan Documents to or on behalf of any Lender (each as defined below);

(ii) Amounts necessary to pay, or to reimburse the Lessor for any payments it makes with respect to, the reasonable fees and expenses of such employees, agents, accountants, consultants, attorneys and other experts as may be engaged by Lessor to prepare such audits, financial statements, reports, opinions, or provide such other services, as may be required under the Loan Documents;

(iii) Amounts required to be paid by the Lessor in connection with any and all indemnities it gives under the Loan Documents; and

(iv) Amounts necessary to pay, or to reimburse the Lessor for payments it makes with respect to, Lessor's reasonable general operating expenses, including Lessor's payment of Lessor's share of the reasonable general operating expenses of Lessor's minority member.

4.4 Limitation of Recourse. Lessor shall have full recourse to the "Gross Revenues of the School," as defined below, and all other revenues and assets of Lessee other than as set forth in the remainder of this Section 4.4, for the performance of the obligations of Lessee under this Lease. Lessee's obligations under this Lease shall not be limited to Gross Revenues of the School, but Lessor agrees that under no circumstances shall Lessee be required to advance any moneys derived from, nor shall Lessor have recourse to, any moneys, revenues or assets exclusively attributable to, or designated by any third party exclusively for, any other school operated by Lessee and pledged by Lessee to secure loans to or financings or leases for such other school. Such moneys, assets and revenues would include income and revenues directly or indirectly derived by Lessee's operation of the other school, including without limitation per pupil revenues and other funding received from the State of California or by virtue of the charter granted to Lessee for the other school and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent specifically restricted by the donor or maker thereof to the other school and such moneys would also include net insurance or condemnation proceeds received or payable

to Lessee on account of damage or destruction of the other school or its property or other loss incurred by Lessee with respect to its operation of the other school or its property. Lessee shall not (a) pledge or otherwise encumber the Gross Revenues of the School or any assets attributable to the School under any agreement for Lessee's lease or license of property for use and occupancy by any other school operated by Lessee or (b) use any such Gross Revenues of the School or any such assets to pay any obligations of Lessee under any agreement for Lessee's lease or license of property for use and occupancy by any other school operated by Lessee.

As used herein, "Gross Revenues of the School" means all income and revenues directly or indirectly derived by Lessee's operation of the School described in Section 1.1 of this Lease, including without limitation, per pupil revenues and other funding received from the State of California or by virtue of the Charter granted to Lessee for the School and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the School or the Premises, to the extent not specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for the payments required under this Lease. Gross Revenue of the School also includes net insurance or condemnation proceeds received or payable to the Lessee on account of damage or destruction of the Premises or other loss incurred by Lessee with respect to its operation of the School or the Premises.

Nothing contained in this Section 4.4 shall be construed to release Lessee from the performance of any of the agreements on its part herein contained, and in the event Lessee shall fail to perform any such agreements on its part beyond any applicable notice and/or cure periods, Lessor may institute such action against Lessee as Lessor may deem necessary to compel performance so long as such action does not abrogate the limitation of recourse against Lessee set forth in this Section 4.4.

5. Reserved.

6. Use.

6.1 Use.

(a) Lessee shall use and occupy the Premises only for educational purposes and uses ancillary thereto (the "***Agreed Use***") or any other uses permitted under the Loan Documents, as defined below, that is reasonably comparable thereto, and for no other purpose, except as approved in writing by Lessor, in Lessor's reasonable discretion. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or causes damage to neighboring premises or properties. Lessee shall be the primary user of the Premises and the principal business activity of Lessee shall not be rental to others of real property. Lessee shall not conduct any activity on the Premises which is prohibited under the NMTC Compliance and Reporting Agreement dated as of the date hereof (the "***NMTC Compliance and Reporting Agreement***") by and among the Lessor, the Lessee, the CDE Lenders (as defined below), and Bay Tech Investment Fund, LLC, a Delaware limited liability company, or any Excluded Activity or Business (as defined in the NMTC Compliance and Reporting Agreement).

(b) For the purposes of this Lease, the "***QLICI Loan Documents***" shall mean those certain documents executed to evidence those certain loans (collectively the "***QLICI Loan***")

in the aggregate amount of \$20,100,000 made by Wells Fargo Community Development Enterprise Round 18 Sub 1, LLC, a Delaware limited liability company (“**Wells Fargo CDE Lender**”), (ii) Partnerships of Hope 42, LLC, a Missouri limited liability company (“**Raza CDE Lender**”), and (iii) New Markets Investment 154, LLC, a Delaware limited liability company (“**LISC CDE Lender**” and, together with Wells Fargo CDE Lender, and Raza CDE Lender and any successor holder or holders of the QLICI Loan, the “**CDE Lenders**”) to Lessor as borrower, including without limitation that certain Loan Agreement (the “**QLICI Loan Agreement**”) between Lessor as borrower and CDE Lenders, certain Promissory Notes made by Lessor in favor of CDE Lenders (collectively, the “**QLICI Notes**”), that certain Construction Deed of Trust with Security Agreement, Assignment of Leases and Rents, Financing Statement, and Fixture Filing dated on or about the date hereof made by Lessor as Trustor in favor of CDE Lenders as Beneficiary (the “**QLICI Deed of Trust**”), and any other documents executed by Lessor relating to the QLICI Loan.

(c) Lessee has been provided and has reviewed copies of all QLICI Loan Documents. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the QLICI Loan Documents.

(d) Lessee shall comply with and perform all such obligations that may be required of Lessee in order to permit the Lessor to comply with the QLICI Loan Documents. Lessee shall provide to Lessor and upon written request of the CDE Lenders to the CDE Lenders (i) all information required for Lessor to comply with all reporting requirements of the QLICI Loan Documents applicable to Lessee, (ii) all such documentation as Lessor may be obligated to cause Lessee to provide under the terms of, and in accordance with the time requirements of the QLICI Loan Documents and (iii) such other information as may be reasonably requested by Lessor or any Lender (as defined below).

(e) Any loan that is subsequent to (and/or a refinancing of all or part of) any QLICI Loan is referred to as a “**Subsequent QLICI Loan**.” Any loans that are secured by the Premises, if not repaid by the proceeds of a Subsequent QLICI Loan, and any Subsequent QLICI Loan, as the same may be amended, supplemented, modified, restructured or replaced, are referred to collectively as the “**Loan**” or “**Loans**.” The CDE Lenders and any successor holders of the Loans, are referred to herein collectively as the “**Lender**” or “**Lenders**.” Lessee acknowledges that no amendment or modification of this Lease will be effective without the prior written consent of Lenders.

6.2 Hazardous Substances.

(a) *Reportable Uses Require Consent.* The term “**Hazardous Substance**” as used in this Lease means any substance, including without limitation, gasoline, petroleum products (including its derivatives, by-products or other hydrocarbons), flammable explosives, radioactive materials, mycotoxin, asbestos (including asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite) or any material containing asbestos, polychlorinated biphenyls, lead containing materials, and any hazardous, toxic or dangerous waste, substance or material defined or is otherwise regulated as by those or any similar term, in the Environmental Laws, including, without limitation: (i) materials listed in Section 101(14) of CERCLA (as defined below); (ii) any “hazardous substance” defined as such in (or for purposes of) CERCLA, 42 USC

§9601(14), as amended from time to time, or any so-called “superfund” or “superlien” law, including the judicial interpretation thereof; (iii) any “pollutant” or “contaminant” as defined in 42 USC §9601(33); (iv) any material defined as “hazardous waste” pursuant to 40 C.F.R. Part 260; (v) any petroleum, including crude oil or any fraction thereof; (vi) natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel; (vii) any “hazardous chemical” as defined pursuant to 29 C.F.R. Part 1910; (viii) microbial matter, biological toxins, mold or mold spores, (ix) any substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101, or by the Environmental Protection Agency as hazardous substances pursuant to 40 CFR Part 302, and amendments thereto and replacements therefor; (x) any substances, materials, and wastes regulated by the California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq., Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code, §§ 25500 et seq., Underground Storage of Hazardous Substances provisions, California Health & Safety Code, §§ 25280 et seq., or the California Hazardous Waste Control Law, California Health & Safety Code, §§ 25100 et seq. and (xi) any other substance, regardless of physical form, that is subject to any other law or other past or present requirement of any governmental authority regulating, relating to or imposing obligations, liability or standards of conduct concerning the protection of human health, plant life, animal life, natural resources, property or the reasonable enjoyment of life or property from the presence in the environment of any solid, liquid, gas, odor, any form of energy, any form of contaminant or any other source. Lessee shall not engage in any activity in or on the Premises that constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee’s expense) with all Applicable Requirements. “**Reportable Use**” shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office and school supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor, Lender or Lessee to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

(b) *Duty to Inform Lessor.* If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation that it has concerning the presence of such Hazardous Substance.

(c) *Lessee Remediation.* Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Lease, by or for Lessee, or any third party.

(d) *Lessee Indemnification.* Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or-damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) *Hazardous Substance Condition Remediation.* If a Hazardous Substance Condition (see Section 9.1(d)) occurs during the Term of this Lease, then Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Section 6.2(d) and Section 13.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants that relate in any manner to such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Rent Commencement Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

7. Maintenance; Repairs.

7.1 Lessee's Obligations.

(a) *In General.* Subject to the provisions of Sections 2.4 (CASp Inspection for Accessibility), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations and Alterations, including the Fixtures, in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Section 7.1(b) below. Lessee shall, during the Term, keep the exterior appearance of the improvements on the Premises in a first class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity.

(b) *Service Contracts.* Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) clarifiers, (vi) basic utility feed to the perimeter of the buildings on the Premises, and (vii) any other equipment, if reasonably required by Lessor. Lessor shall provide Lessee with the scope required for maintenance of equipment outlined in this subparagraph (b). Lessee will budget preventative maintenance contract expenses within its annual operating budget and will provide evidence thereof in its financial reporting to Lessor.

(c) *Replacement.* Subject to Lessee's indemnification of Lessor as set forth in Section 8.5 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if less than four years remain on the Lease Term and an item described in Section 7.1(b) cannot be repaired other than at a cost that is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor. The cost of replacing any such item shall be at Lessor's election amortized over a ten (10) year period, with interest at the applicable prime rate (as published in the Wall Street Journal's money section) for commercial loans to credit worthy borrowers (the "Prime Rate") and payable by Lessee as Supplemental Rent in monthly installments applicable to the remaining Lease term with each installment of the Base Rent.

7.2 Lessor's Obligations. Subject to the provisions of Sections 2.2 (Condition of Premises), 2.3 (Compliance), 7.1(c) (Replacement), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be those of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and

they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) *Definitions.* The term “**Utility Installations**” refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term “**Trade Fixtures**” shall mean Lessee’s machinery and equipment that can be removed without doing material damage to the Premises. The term “**Alterations**” shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. “**Lessee Owned Alterations and/or Utility Installations**” are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Section 7.4(a).

(b) *Consent.* Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor’s prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease does not exceed a sum equal to one quarter’s Base Rent in the aggregate or a sum equal to one quarter’s Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and that require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee’s: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any and all Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion of any and all Alterations or Utility Installations furnish Lessor with as-built plans and specifications. Anything to the contrary herein notwithstanding, Lessor’s prior written consent shall not be required under this Section 7.3 for any work performed by Lessee as part of its maintenance and repair obligations as set forth in Section 7.1 above.

(c) *Liens; Bonds.* Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic’s or material men’s lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days’ notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense bond around, defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) *Ownership.* All Alterations and Utility Installations made by Lessee shall be the property of Lessee, provided that Lessor shall be owner of the Fixtures installed by Lessor pursuant to Section 2.2, if applicable. All Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) *Surrender and Restoration.* Lessee shall surrender the Premises by the Termination Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice (including the procurement of service contracts as described above). Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee (except Hazardous Substances that were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Termination Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Section 7.4(b) without the express written consent of Lessor shall constitute a holdover under the provisions of Section 24 below.

8. Insurance; Indemnity.

8.1 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force at Lessee's sole expense such property and liability insurance as is described in Exhibit D attached hereto; *provided, however*, that while the Premises are subject to the lien of the QLICI Loan, as defined in Section 6.1 herein, Lessee shall obtain and keep in force at Lessee's sole expense such reasonable and customary property and liability insurance as may be required by any such Lender. Lessee acknowledges and agrees that such insurance shall include the coverage described in Exhibit D attached hereto, including the Additional Insureds listed on Exhibit D-1 attached hereto.

(b) **Carried by Lessor.** Lessor may, at its option, maintain liability insurance, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.2 Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, V, as set forth in the most current issue of *Best's Insurance Guide*, or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything, that invalidates the required insurance policies. No such

policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may after five (5) business days' notice to Lessee (and Lessee's failures to provide evidence of such renewal) order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining Term of this Lease, whichever is less. If Lessee shall fail to procure and maintain the insurance required to be carried by it, the Lessor may, but shall not be required to, procure and maintain the same, the full costs of which shall be passed through by Lessor to Lessee in the form of additional Rent immediately due and payable, at a cost of one hundred fifty percent (150%) of such insurance; *provided however*, nothing herein shall require Lessor to obtain such insurance.

8.3 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.4 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, partners, members, directors, officers and Lenders (together with their members, managers, officers, directors, employees, agents, successors and/or assigns), from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee, including but not limited to the non-compliance by Lessee or any of its agents, customers, guests, co-occupants, sublessees, invitees or assigns with the terms and conditions of any entitlements or permits related to the Premises including, but not limited to, pick up and drop off and parking requirements, if any, and any other reasonable operating conditions attached to future entitlements that Lessor may obtain for the Premises. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor, and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.5 Exculpation of Lessor from Liability. Except for Lessor's gross negligence or willful misconduct, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

8.6 **Loan Agreement.** The foregoing notwithstanding, for so long as the QLICI Loan is outstanding, Lessee shall be deemed to meet its insurance obligations as set forth in this Section 8 if it carries, and it hereby agrees to carry, the insurance required under the terms of the QLICI Loan Agreement, as such requirements may change from time to time as provided in the QLICI Loan Agreement. For so long as the Loan is outstanding, Lessee shall cause the CDE Lenders or any successor Lender to be named as mortgagee and loss payee on Lessee's property insurance policies, and Lessee shall cause the CDE Lenders or any successor Lender, and any and all subsidiaries as their interest may appear to be named as additional insureds on Lessee's liability policies.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Damage"** shall mean damage or destruction to the improvements on the Premises.

(b) **"Insured Loss"** shall mean Damage that was caused by an event required to be covered by the insurance described in Section 8.1, irrespective of any deductible amounts or coverage limits involved.

(c) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(d) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.2(a), in, on, or under the Premises that requires repair, remediation, or restoration.

9.2 **Damage - Insured Loss.** Subject to the terms of the QLICI Loan Documents, if Damage that is an Insured Loss occurs, then Lessor shall repair such damage as soon as reasonably possible, utilizing the proceeds of the casualty insurance required to be maintained by Lessee hereunder and such other funds as are necessary to restore the Premises substantially to the condition that existed prior to such Damage (it being acknowledged that such restoration shall be conducted in accordance with the requirements of the QLICI Loan Documents), and this Lease shall continue in full force and effect. Lessee hereby assigns to Lessor any and all insurance proceeds that are available as a result of the Damage. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, Lessee shall promptly contribute the shortage in proceeds as and when required to complete said repairs.

9.3 **Damage - Uninsured Loss.** Subject to the terms of the QLICI Loan Documents, if Damage that is not an Insured Loss occurs, Lessee may either: (i) repair such damage as soon as reasonably possible at Lessee's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by providing written notice to Lessor within ninety (90) days after receipt by Lessee of knowledge of the occurrence of such Damage. In the event Lessee provides notice of its desire to terminate this Lease, Lessor shall have the right, in Lessor's sole

and absolute discretion within the later of thirty (30) days after receipt of such notice or ninety (90) days of knowledge of such Damage to either (a) agree to terminate this Lease by written notice to Lessee, in which event, this Lease shall terminate on the date on which Lessee receives Lessor's written notice, or (b) have this Lease continue in full force and effect, in which event, Lessor shall proceed to make such repairs as soon as reasonably possible at Lessor's sole cost and expense.

9.4 Non-abatement of Rent. In the event of Damage, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such Damage shall not be abated. All obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein. Lessor agrees to accept and to credit Lessee, in satisfaction of its rental obligations hereunder, the payments, if any, Lessor receives in connection with insurance required under Section 8 above.

9.5 Waive Statutes. Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "***Real Property Taxes***" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises, Lessor's right to other income therefrom; and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Lessee shall timely file for any available exemption from any Real Property Taxes and shall maintain such exemption during the Term. In any event, as additional Rent, Lessee shall pay, before the same becomes past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed.

10.3 Personal Property Taxes. Lessee shall timely file for any available exemption from any taxes on Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee and shall maintain such exemption during the Term. Lessee shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder. When possible, Lessee shall cause the taxes on Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from

the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessor shall pay the same and invoice Lessee for reimbursement thereof as Supplemental Rent.

11. Utilities and Services.

Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay to Lessor, within 10 days after receipt of a written request for payment from Lessor. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 By Lessee. Except for Lessee's execution of (i) that certain Leasehold Deed of Trust, Absolute Assignment of Rents and Agreements, Security Agreement, and Fixture Filing (the "**LISC Deed of Trust**") encumbering Lessee's interest in the Premises in favor of Local Initiatives Support Corporation, a New York not-for-profit corporation (together with its successors and assigns, "**LISC Lender**") and (ii) that certain subordinate Leasehold Deed of Trust, Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the "**PCSD Deed of Trust**") encumbering Lessee's interest in the Premises in favor of Pacific Charter School Development, Inc., a California nonprofit public benefit corporation (together with its successors and assigns, "**PCSD Lender**"), Lessee shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Lessee's interest hereunder without the prior written consent of Lessor, LISC Lender, PCSD Lender, and any other Lender, which shall not be unreasonably withheld. Any sublease, assignment, mortgage, pledge, hypothecation or encumbrance by Lessee in violation of this paragraph shall be null and void.

12.2 By Lessor. Lessee acknowledges that the Premises are subject to the QLICI Deed of Trust and that this Lease is assigned to the CDE Lenders as security for the QLICI Loan. Lessee further acknowledges that, following the repayment in full of the QLICI Loan, the Premises may be made subject to a Subsequent Deed of Trust in favor of another Lender, which Subsequent Deed of Trust will, if requested by the Subsequent Lender, be made senior to this Lease.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee, LISC Lender or PCSD Lender on Lessee's behalf to cure such Default within any applicable grace, notice and/or cure period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property

insurance described in Section 8 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease that endangers or threatens life or property, where such failure continues for a period of 3 business days following its due date.

(c) A Default that constitutes or effects a Specified NMTC Recapture Event, as such term is defined in the QALICB Indemnity Agreement dated as of the date hereof by and among Lessee, Lessor and Wells Fargo Community Investment Holdings, LLC, a limited liability company.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements with which Lessee is obligated to comply pursuant to Section 6.3 of this Lease, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate; (v) a requested subordination in accordance with the terms of this Lease, (vi) material safety data sheets (MSDS), or (vii) any other documentation or information that Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 13.1(a), (b), (c), (f), (g), (i) and (j), where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ninety (90) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within ninety (90) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) Reserved.

(h) Lessee fails to comply with the terms and conditions of permits and entitlements in place for the Premises, including, but not limited to, pick up and drop off and parking requirements, if any, and/or the terms and conditions of any future entitlements Lessor

may obtain for the Premises. Lessor shall use reasonable efforts to make copies of all entitlements and permits available to Lessee promptly after they have been received by Lessor, and Lessor shall give Lessee notification of any Lessee failure to comply.

(i) Lessee fails to comply with the requirements of Exhibit C hereto.

(j) The revocation or termination of the School's Charter, or the non-renewal of the School's Charter.

13.2 Remedies. Subject to Section 37, if Lessee fails to perform any of its affirmative duties or obligations (other than the covenants to be performed pursuant to Paragraph 6 of Exhibit C hereto) within thirty (30) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within thirty (30) days after notice, to commence and diligently prosecute such duties and obligations to ensure completion within ninety (90) days), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor the reasonable costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor, including the reasonable costs and expenses of Lessor deploying its own internal resources. In the event of a Breach, including Lessee's failure to comply with the covenants referenced in Paragraph 6 of Exhibit C hereto, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy that Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent that had been earned at the time of termination; and (ii) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Section 13. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Section 13.1. In such case, the applicable grace period required by Section 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Base Rent or any portion thereof will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any Rent shall not be received by Lessor within five (5) business days after such amount is past due, then without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a late charge equal to two hundred fifty dollars (\$250) (the "**Late Charge**"). The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such Late Charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a Late Charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.4 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of five percent (5%) per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential Late Charge provided for in Section 12.3.

13.5 Breach by Lessor. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Section, a reasonable time shall in no event be less than thirty (30) business days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such thirty (30) business day period and thereafter diligently pursued to completion.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall

terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation if such portion of the Premises taken does not include any portion of the buildings on the Premises. If any portion of the buildings on the Premises are taken, the Base Rent shall be reduced in proportion to the portion of the buildings taken. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Lessee's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any Loan by Lessor in proportion to the portion taken or sold, and third, to reduce Lessor's equity and capital contributions to the Premises. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Lessee. If the entirety of the Premises are taken, then the Condemnation awards and/or payments shall be used first, to repay any and all Loans payable by Lessor, and second, to repay Lessor's equity and capital contribution to the Premises, and the balance shall be the property of Lessor (except that Lessee shall be entitled to a separate award for any damages to any improvements installed by Lessee in the Premises and for loss of its business, provided such awards shall not reduce the awards payable to Lessor).

15. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, or such commercially reasonable form as may be required by a Lender, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one quarter's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee shall deliver to any potential or existing Lender or purchaser designated by Lessor such information, including but not limited to financial statements, status of charter, academic performance, enrollment/attendance data, as may be reasonably required by such lender or purchaser. All such information shall be received by Lessor and such Lender or purchaser in confidence and shall be used only for the purposes herein set forth.

16. Definition of Lessor.

The term "**Lessor**" as used herein shall mean the owner of the Premises. Upon any transfer of the Premises, the prior Lessor shall be relieved of all liability with respect to the obligations

and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

17. Severability.

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Days.

Unless otherwise specifically indicated to the contrary, the word “days” as used in this Lease shall mean and refer to calendar days.

19. Limitation on Liability.

The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease.

20. Time of Essence.

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

21. No Prior or Other Agreements.

This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

22. Notices.

22.1 Notice Requirements. All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if actually delivered to a party, provided a signed receipt is obtained; (b) if delivered by a nationally recognized courier service offering guaranteed overnight delivery from whom a receipt is available, the date on such delivery is confirmed by such service, (c) if delivered by United States Postal Service Priority Mail, the date on which delivery is confirmed by such service, or (d) by facsimile or e-mail (with a copy thereof sent via one of the methods of delivery set forth in clauses (a), (b) or (c) hereof or followed by confirmation of receipt by telephone) at their respective addresses and contact numbers as set forth in Exhibit F attached hereto, or to such other address for a party as such party shall specify in writing to the other parties to this Agreement. Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

23. Waivers.

No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof.

24. No Right To Holdover.

Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

25. Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. Covenants and Conditions; Construction of Agreement.

All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

27. Binding Effect; Choice of Law.

This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County of Los Angeles.

28. Subordination; Attornment; Non-Disturbance.

28.1 Subordination. Subject to the terms of this section, this Lease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device securing Lessor's obligations under the Loan in favor of a lender (collectively, "***Security Device***") including, without limitation, the QLCI Deed of Trust in favor of CDE Lenders and, if requested by Lessor or by any Subsequent Lender, any Security Device in favor of a Subsequent Lender hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. In order to effectuate and/or confirm the subordination of this Lease to the QLCI Deed of Trust, Lessee has executed and delivered a recordable Subordination and Attornment Agreement (the "***Subordination and Attornment Agreement***") in the form attached hereto as Exhibit E and, with respect to any Subsequent Loan (but subject to Section 28.3 below), Lessee agrees to execute and deliver within ten (10) days

following written request, a recordable Subordination and Attornment Agreement. Lessee agrees that the CDE Lenders and any Subsequent Lender shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. The CDE Lenders and any Subsequent Lender may elect to have this Lease granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

28.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Section 28.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder (but not obligations that accrued prior to such transfer) and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses that Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, (d) be bound by any amendment or modification of the Lease made without such Lender's prior written consent, or (e) be liable for the return of any security deposit paid to any prior lessor.

28.3 Non-Disturbance. Each Subordination and Attornment Agreement shall provide that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises.

28.4 Self-Executing. The agreements contained in this Section 28 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Subordination and Attornment Agreement provided for herein.

29. Mandatory Covenants.

For the benefit of the Lessor and Lender, Lessee hereby covenants and agrees to comply with and perform all of the covenants set forth in Exhibit C hereto for as long as the Loan is outstanding pursuant to the QLICI Loan Documents.

30. Compliance with Ancillary Agreements.

Lessee covenants and agrees to comply with Lessee's obligations under the Ancillary Agreements described on Schedule 2 for as long as the Loan is outstanding pursuant to the QLICI Loan Documents.

31. Attorneys' Fees.

If any Party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "***Prevailing Party***" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

32. Lessor's Access; Showing Premises; Repairs.

Subject to applicable laws and regulations governing who may enter public school facilities when classes are in session and to school site safety and security protocols, Lessor, Lessor's agents and any Lender shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Lessee with this Lease, showing the Premises to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Lessee's use of the Premises. Lessor shall take all commercially reasonable efforts to ensure that entry onto the Premises by Lessor or Lessor's agents is performed in a manner that minimizes any impact on Lessee's use and employment of the Premises. All such activities shall be without abatement of Rent; provided, however, that Lessor shall indemnify, defend and hold Lessee, its agents and employees harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving Lessor's gross negligence or willful misconduct in performing such activities.

33. Consents.

Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed (but the foregoing shall not govern or control consents by Lenders or anyone other than a Party). Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably

requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

34. Quiet Possession.

Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

35. Security Measures.

Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

36. Performance Under Protest.

If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

37. Certain Rights of LISC Lender and PCSD Lender.

37.1 LISC Loan. Lessee shall have the right to obtain the loan (the "**LISC Loan**") evidenced by that certain Source Loan Agreement by and between Lessee, as borrower, and LISC Lender, as lender (as the same may be amended or otherwise modified from time to time, the "**LISC Loan Agreement**"), and to enter into related loan documents, including, but not limited to, the LISC Deed of Trust, and Lessor hereby acknowledges such loan documents are in a form acceptable to Lessor. Notwithstanding anything to the contrary set forth in this Lease, for so long as the LISC Loan is outstanding, LISC Lender shall have the rights set forth in this Section 37.

37.2 PCSD Loan. Lessee shall have the right to obtain the loan (the "**PCSD Loan**") evidenced by that certain Loan Agreement by and between Lessee, as borrower, and PCSD Lender, as lender (as the same may be amended or otherwise modified from time to time, the "**PCSD Loan Agreement**"), and to enter into related loan documents, including, but not limited to, the PCSD Deed of Trust, and Lessor hereby acknowledges such loan documents are in a form acceptable to Lessor. Notwithstanding anything to the contrary set forth in this Lease, for so long as the PCSD Loan is outstanding, PCSD Lender shall have the rights set forth in this Section 37.

37.3 No Encumbrances by Lessor. Except for the QLICI Deed of Trust, Lessor agrees not to cause or permit any Security Device to encumber its interests in the Premises or this Lease following the date hereof without the prior written consent of Lessee, LISC Lender, and PCSD Lender.

37.4 LISC Lender's and PCSD Lender's Right to Cure Default. Lessor hereby agrees with and for the benefit of LISC Lender and PCSD Lender as follows: Should Lessee Default in respect of any of the provisions of this Lease, LISC Lender and PCSD Lender each shall have the right but not the obligation to cure such Default and Lessor shall accept performance by or on behalf of LISC Lender or PCSD Lender as though and with the same effect as if it had been done or performed by Lessee.

37.5 LISC Deed of Trust and PCSD Deed of Trust Not an Assignment. Neither the making of the LISC Deed of Trust nor the making of the PCSD Deed of Trust shall be deemed to constitute an assignment or transfer of this Lease or of Lessee's leasehold interest, nor shall LISC Lender or PCSD Lender, as the case may be, be deemed to be an assignee or transferee of this Lease or of Lessee's leasehold interest, so as to require LISC Lender or PCSD Lender, respectively, to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed hereunder, but the purchaser at any foreclosure of the LISC Deed of Trust or the PCSD Deed of Trust, or the assignee or transferee under any assignment or transfer in lieu of such foreclosure, or purchaser or transferee following exercise of a power of sale shall be deemed to be an assignee or transferee within the meaning of this Section 37.5, may become the holder of Lessee's leasehold interest and succeed to the Lessee's interest under this Lease, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Lessee to be performed hereunder from and after the date of such purchase and assignment or transfer, but only for so long as such purchaser or assignee or transferee is the owner of the Lessee's leasehold interest.

37.6 Rights of LISC Lender and PCSD Lender. In connection with the LISC Deed of Trust and the PCSD Deed of Trust, Lessor agrees with and for the benefit of LISC Lender and PCSD Lender as follows:

- (1) When delivering any notice, demand, election or other communication (any of the same being referred below in this Section as a "**notice**") to Lessee with respect to this Lease, any Default by Lessee, or any exercise of any right to terminate this Lease, the Lessor shall also deliver a copy of any such notice by registered or certified mail to LISC Lender and PCSD Lender. Lessor acknowledges that it has notice of the LISC Lender and PCSD Lender and that each party's address for notices is set forth in Exhibit F. No notice of default issued to Lessee shall be effective unless and until a copy thereof has been given to LISC Lender and PCSD Lender in accordance with this subparagraph.
- (2) Should Lessee default in respect of any of the provisions of this Lease, LISC Lender and PCSD Lender each shall have the right, but not the obligation, to cure such default, and Lessor shall accept performance by or on behalf of LISC Lender or PCSD Lender as though, and with the same effect as if, it had been done or performed by Lessee. For such purpose, Lessor and Lessee hereby authorize LISC Lender and PCSD Lender to enter upon the Premises upon reasonable notice to Lessee and in accordance with Lessee's safety and security protocol and to exercise any of Lessee's rights and powers under this Lease, and subject to the provisions of this Lease, under either the LISC Deed of Trust or the PCSD Deed of Trust, as applicable. Upon compliance with the foregoing, any notice of Lessor advising of

any such cured default shall be deemed rescinded and this Lease shall continue in full force and effect.

- (3) If Lessor notifies Lessee in writing that a default has occurred under this Lease (hereinafter referred to as a "**Default Notice**"), a copy of such written notice sent to Lessee to that effect shall be sent by Lessor to LISC Lender and PCSD Lender, and Lessor shall, subject to the other applicable terms of this Section, take no action with respect to such default or Default (but as between Lessor and Lessee only, Lessor shall be permitted to exercise all other remedies permitted under this Lease other than termination of this Lease); provided that:

(i) Subject to the provisions of subparagraphs (ii) and (iii) immediately below, if such default shall be a default in observing or performing any covenant or condition to be observed or performed by Lessee hereunder, the LISC Lender or the PCSD Lender may, but shall be under no obligation to, remedy such default not later than sixty (60) days after the receipt of such notice, provided that in a case of default which, although curable, cannot through the exercise of good faith efforts be remedied by the LISC Lender or the PCSD Lender, or the remedy of which cannot be commenced, within such period of sixty (60) days by the LISC Lender or the PCSD Lender, then the LISC Lender or the PCSD Lender shall have such additional period as reasonably may be necessary to remedy such default with the exercise of good faith efforts; or

(ii) If such default shall be a default which can only be remedied by the LISC Lender or the PCSD Lender upon obtaining possession of the Premises and access to the Premises (and payment of rent, real property taxes or any other sum of money due from Lessee or otherwise payable under this Lease shall not fall into this category of default), the LISC Lender or the PCSD Lender may, but shall be under no obligation to, exercise good faith efforts to obtain possession through a receiver or otherwise and remedy such default within forty-five (45) days after obtaining such possession, provided that in the case of a default which, although curable, cannot through the exercise of good faith efforts be remedied by the LISC Lender or the PCSD Lender, or the remedy of which cannot be commenced by the LISC Lender or the PCSD Lender within such period of forty-five (45) days, then the LISC Lender or the PCSD Lender shall have such additional period as reasonably may be necessary to remedy such default with the exercise of good faith efforts; or

(iii) If a default (excluding defaults which may be cured by the payment of money) is of such a nature that it is impossible for the LISC Lender or the PCSD Lender to remedy it even with the exercise of good faith efforts, and regardless of the amount of time provided for such purpose, then any such default shall be deemed waived by Lessor solely for the benefit of the LISC Lender or the PCSD Lender, as applicable, provided that LISC Lender or PCSD Lender diligently proceeds to foreclose the lien of its respective deed of trust, either the LISC Deed of Trust or PCSD Deed of Trust otherwise obtain title to the leasehold interest in the Premises; or

(iv) It is hereby expressly agreed that the time permitted to LISC Lender and PCSD Lender to cure defaults shall include and shall be extended by the time required to

pursue any remedies necessary to enable LISC Lender or PCSD Lender to effect such cure, including without limitation any period in which LISC Lender or PCSD Lender is prevented from curing by reason of any stay in any bankruptcy of Lessee or other stay of enforcement proceedings to which LISC Lender or PCSD Lender may be subject;

- (4) Lessor's consent shall not be required for the LISC Lender or the PCSD Lender or any respective nominee, assignee or other party designated by the LISC Lender or the PCSD Lender to become the owner of the interest of Lessee hereunder upon the exercise of any remedy provided for in the LISC Deed of Trust or PCSD Deed of Trust. If LISC Lender, any party designated by LISC Lender, PCSD Lender, or any party designated by PCSD Lender shall either become the owner of the interest of Lessee hereunder upon the exercise of any remedy provided for in the LISC Deed of Trust or PCSD Deed of Trust, then the LISC Lender or the PCSD Lender or such person or other entity shall have the right to assign, without Lessor's consent, to any other person such interest in this Lease without Lessor's consent at any time thereafter, provided such assignee expressly assumes the obligations of Lessee hereunder.
- (5) Lessor shall not, in the event of any action, whether voluntary or otherwise, pending against Lessee or Lessor under the bankruptcy laws of the United States or any state thereof, (x) surrender its estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Lease; or (y) modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing. Notwithstanding the foregoing, Lessor agrees that in the event of the rejection of this Lease by Lessor's trustee in bankruptcy or otherwise pursuant to the Federal Bankruptcy Code or other similar laws, Lessee's right to remain in possession of the Premises pursuant to Section 365 of the Federal Bankruptcy Code (or similar provisions of such other similar laws) shall be fully transferable pursuant to the terms of the LISC Deed of Trust or PCSD Deed of Trust.
- (6) No surrender (except a surrender upon the expiration of the term of this Lease) by Lessee to Lessor of this Lease, or of the Premises or any part thereof, or of any interest therein, and no termination or cancellation of this Lease by Lessee, may occur without the prior, written consent of LISC Lender and PCSD Lender.
- (7) In the event that LISC Lender, PCSD Lender, or either party's nominee succeeds to Lessee's interest in this Lease, Lessor agrees to look solely to such interest in this Lease and to the improvements upon the Premises and to the profits and proceeds thereof for the performance of the obligations of Lessee hereunder, and shall never seek to recover against any other assets of the LISC Lender, the PCSD Lender, or either party's nominee.
- (8) In the event that, for any reason, this Lease is terminated prior to satisfaction of all indebtedness and obligations created pursuant to the LISC Loan Agreement, including without limitation, the LISC Loan, LISC Lender shall be entitled to enter into a new lease with Lessor, for the balance of the term of this Lease and on the same terms as set forth in this Lease (a "***New Lease***"). In the event that, for any

reason, this Lease is terminated prior to satisfaction of all indebtedness and obligations created pursuant to the PCSD Loan Agreement, including without limitation, the PCSD Loan, PCSD Lender shall also be entitled to enter into a New Lease. Such right shall be exercisable by LISC Lender or PCSD Lender within thirty (30) days following written notice by Lessor to the LISC Lender and PCSD Lender of the termination of this Lease, by written notice from the LISC Lender or the PCSD Lender, as the case may be, to Lessor given within such thirty (30)-day period of its intent to enter into a New Lease. Upon exercise of such right, Lessor and the LISC Lender or PCSD Lender (or an affiliate or nominee of the LISC Lender or the PCSD Lender, as the LISC Lender or the PCSD Lender may elect) shall enter into the New Lease within thirty (30) days thereafter. Upon execution of any such New Lease, the tenant thereunder shall be required to cure outstanding defaults of the Lessee under this Lease in the same manner, and within the same time period, as required under the provisions of this Section 37.

- (9) For the avoidance of doubt, each of LISC Lender and PCSD Lender is an express third party beneficiary of this Section 37 and shall be entitled to enforce the provisions hereof against Lessee and Lessor and their respective successors and assigns.
- (10) The rights of PCSD Lender set forth in this Section 37 shall remain subject to that certain Intercreditor and Subordination Agreement dated as of the same date herewith by and between LISC Lender and PCSD Lender

37.7 Requirements for Notice. Any notice or other communication which Lessor shall desire or is required to give to or serve upon LISC Lender or PCSD Lender shall be in writing and shall be served by registered or certified mail, addressed to LISC Lender or PCSD Lender at its address as referenced in Exhibit F, or at such other address as shall be designated from time to time by the LISC Lender or PCSD Lender by notice in writing given to Lessor. Any notice or other communication which the LISC Lender or the PCSD Lender shall desire or is required to give to or serve upon Lessor shall be deemed to have been given or served if sent by registered or certified mail addressed to Lessor at Lessor's address as set forth in Exhibit F, or at such other address as shall be designated from time to time by Lessor by notice in writing given to the LISC Lender and PCSD Lender. Any such notice or communication shall be effective on the date such notice or communication is delivered to the party to whom it is given.

38. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Lease may be executed by the delivery of separately signed counterpart signature pages. A

Party's delivery by electronic transmission of the Party's signed counterpart signature page to this Agreement shall be deemed as effective as the Party's delivery of an originally signed counterpart signature page.

39. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such commercially reasonable modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of financing or refinancing of the Premises, including such modifications to the Additional Covenants attached as Exhibit C hereto, that are required for NMTC financing or other tax exempt financing available to charter schools.

40. Waiver of Jury Trial.

TO THE EXTENT ALLOWED BY LAW, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PREMISES OR ARISING OUT OF THIS AGREEMENT.

41. Judicial Reference.

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY TO THIS AGREEMENT IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN SECTION 39 IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, LESSOR AND LESSEE AGREE AS FOLLOWS:

(a) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SECTION 40(b) BELOW ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. LESSOR AND LESSEE INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638. VENUE FOR THE REFERENCE PROCEEDING WILL BE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

(b) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (i) AN UNLAWFUL DETAINER ACTION, (ii) A JUDICIAL OR NON-JUDICIAL FORECLOSURE OR OTHER ACTION OR PROCEEDING TO ENFORCE A DEED OF TRUST, (iii) APPOINTMENT OF A RECEIVER, AND (iv) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY

INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHTS OF THE PARTIES HERETO TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN SECTION 26(b)(i)-(iv) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF THE PARTIES TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.

(c) UPON THE WRITTEN REQUEST OF ANY PARTY TO A LEGAL PROCEEDING, THE PARTIES SHALL SELECT A SINGLE REFEREE WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF, AFTER 10 DAYS OF SUCH WRITTEN REQUEST, THE PARTIES TO SUCH LEGAL PROCEEDING DO NOT AGREE UPON A REFEREE, THEN ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

(d) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN A PARTY TO THE LEGAL PROCEEDING SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(e) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES TO THE LEGAL PROCEEDING SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

LESSOR AND LESSEE RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement
as of the date first written above.

By LESSOR:

1445 23rd AVENUE LLC,
a California limited liability company

By: 1445 23rd Avenue LLC,
a California limited liability company,
its Manager

By: Cory Cavanah
Name: Cory Cavanah
Title: Chief Financial Officer

By LESSEE:

BAY AREA TECHNOLOGY SCHOOL
a California nonprofit public benefit corporation

By: DocuSigned by:
Seth Feldman
31496EFDCB17489...
Name: Seth D. Feldman, EdD
Title: Executive Director

SCHEDULE 1

BASE RENT

Base Rent is payable quarterly partially in advance and partially in arrears on the first day of the last month of each calendar quarter through the quarter ending June 30, 2059, with a final payment due on July 30, 2059, in accordance with the attached schedule.

(See attached)

1445 23RD AVENUE LLC
BUILDING LEASE PAYMENT SCHEDULE

Period	Quarterly Lease Payment	Annual Lease Payment	Year
September 01, 2024	\$ 116,666.67	\$ -	
December 01, 2024	175,000.00	291,666.67	2024
March 01, 2025	175,000.00	-	
June 01, 2025	175,000.00	-	
September 01, 2025	175,000.00	-	
December 01, 2025	175,000.00	700,000.00	2025
March 01, 2026	175,000.00	-	
June 01, 2026	175,000.00	-	
September 01, 2026	175,000.00	-	
December 01, 2026	175,000.00	700,000.00	2026
March 01, 2027	175,000.00	-	
June 01, 2027	175,000.00	-	
September 01, 2027	175,000.00	-	
December 01, 2027	175,000.00	700,000.00	2027
March 01, 2028	175,000.00	-	
June 01, 2028	175,000.00	-	
September 01, 2028	175,000.00	-	
December 01, 2028	175,000.00	700,000.00	2028
March 01, 2029	175,000.00	-	
June 01, 2029	175,000.00	-	
September 01, 2029	175,000.00	-	
December 01, 2029	175,000.00	700,000.00	2029
March 01, 2030	175,000.00	-	
June 01, 2030	175,000.00	-	
September 01, 2030	175,000.00	-	
December 01, 2030	175,000.00	700,000.00	2030
March 01, 2031	219,754.13	-	
June 01, 2031	219,754.13	-	
September 01, 2031	219,754.13	-	
December 01, 2031	219,754.13	879,016.52	2031
March 01, 2032	219,754.13	-	
June 01, 2032	219,754.13	-	
September 01, 2032	219,754.13	-	
December 01, 2032	219,754.13	879,016.52	2032
March 01, 2033	219,754.13	-	
June 01, 2033	219,754.13	-	
September 01, 2033	219,754.13	-	
December 01, 2033	219,754.13	879,016.52	2033
March 01, 2034	219,754.13	-	
June 01, 2034	219,754.13	-	
September 01, 2034	219,754.13	-	
December 01, 2034	219,754.13	879,016.52	2034
March 01, 2035	219,754.13	-	
June 01, 2035	219,754.13	-	
September 01, 2035	219,754.13	-	
December 01, 2035	219,754.13	879,016.52	2035
March 01, 2036	219,754.13	-	
June 01, 2036	219,754.13	-	
September 01, 2036	219,754.13	-	
December 01, 2036	219,754.13	879,016.52	2036
March 01, 2037	219,754.13	-	
June 01, 2037	219,754.13	-	

1445 23RD AVENUE LLC
BUILDING LEASE PAYMENT SCHEDULE

Period	Quarterly Lease Payment	Annual Lease Payment	Year
September 01, 2037	219,754.13	-	2037
December 01, 2037	219,754.13	879,016.52	
March 01, 2038	219,754.13	-	2038
June 01, 2038	219,754.13	-	
September 01, 2038	219,754.13	-	
December 01, 2038	219,754.13	879,016.52	
March 01, 2039	219,754.13	-	
June 01, 2039	219,754.13	-	2039
September 01, 2039	219,754.13	-	
December 01, 2039	219,754.13	879,016.52	
March 01, 2040	219,754.13	-	
June 01, 2040	219,754.13	-	2040
September 01, 2040	219,754.13	-	
December 01, 2040	219,754.13	879,016.52	
March 01, 2041	219,754.13	-	
June 01, 2041	219,754.13	-	2041
September 01, 2041	219,754.13	-	
December 01, 2041	219,754.13	879,016.52	
March 01, 2042	219,754.13	-	
June 01, 2042	219,754.13	-	2042
September 01, 2042	219,754.13	-	
December 01, 2042	219,754.13	879,016.52	
March 01, 2043	219,754.13	-	
June 01, 2043	219,754.13	-	2043
September 01, 2043	219,754.13	-	
December 01, 2043	219,754.13	879,016.52	
March 01, 2044	219,754.13	-	
June 01, 2044	219,754.13	-	2044
September 01, 2044	219,754.13	-	
December 01, 2044	219,754.13	879,016.52	
March 01, 2045	219,754.13	-	
June 01, 2045	219,754.13	-	2045
September 01, 2045	219,754.13	-	
December 01, 2045	219,754.13	879,016.52	
March 01, 2046	219,754.13	-	
June 01, 2046	219,754.13	-	2046
September 01, 2046	219,754.13	-	
December 01, 2046	219,754.13	879,016.52	
March 01, 2047	219,754.13	-	
June 01, 2047	219,754.13	-	2047
September 01, 2047	219,754.13	-	
December 01, 2047	219,754.13	879,016.52	
March 01, 2048	219,754.13	-	
June 01, 2048	219,754.13	-	2048
September 01, 2048	219,754.13	-	
December 01, 2048	219,754.13	879,016.52	
March 01, 2049	219,754.13	-	
June 01, 2049	219,754.13	-	2049
September 01, 2049	219,754.13	-	
December 01, 2049	219,754.13	879,016.52	
March 01, 2050	219,754.13	-	
June 01, 2050	219,754.13	-	

1445 23RD AVENUE LLC
BUILDING LEASE PAYMENT SCHEDULE

Period	Quarterly Lease Payment	Annual Lease Payment	Year
September 01, 2050	219,754.13	-	2050
December 01, 2050	219,754.13	879,016.52	
March 01, 2051	219,754.13	-	2051
June 01, 2051	219,754.13	-	
September 01, 2051	219,754.13	-	
December 01, 2051	219,754.13	879,016.52	
March 01, 2052	219,754.13	-	
June 01, 2052	219,754.13	-	2052
September 01, 2052	219,754.13	-	
December 01, 2052	219,754.13	879,016.52	
March 01, 2053	219,754.13	-	
June 01, 2053	219,754.13	-	2053
September 01, 2053	219,754.13	-	
December 01, 2053	219,754.13	879,016.52	
March 01, 2054	219,754.13	-	
June 01, 2054	219,754.13	-	2054
September 01, 2054	219,754.13	-	
December 01, 2054	219,754.13	879,016.52	
March 01, 2055	219,754.13	-	
June 01, 2055	219,754.13	-	2055
September 01, 2055	219,754.13	-	
December 01, 2055	219,754.13	879,016.52	
March 01, 2056	219,754.13	-	
June 01, 2056	219,754.13	-	2056
September 01, 2056	219,754.13	-	
December 01, 2056	219,754.13	879,016.52	
March 01, 2057	219,754.13	-	
June 01, 2057	219,754.13	-	2057
September 01, 2057	219,754.13	-	
December 01, 2057	219,754.13	879,016.52	
March 01, 2058	219,754.13	-	
June 01, 2058	219,754.13	-	2058
September 01, 2058	219,754.13	-	
December 01, 2058	219,754.13	879,016.52	
March 01, 2059	219,754.13	-	
June 01, 2059	219,754.13	-	2059
July 30, 2059	73,251.39	512,759.65	
\$ 29,616,888.88		\$ 29,616,888.88	

SCHEDULE 2

Ancillary Agreements

1. Completion and Limited Payment Guaranty by Lessee in favor of the CDE Lenders.
2. Community Benefits Agreement by and among the Lessor, the Lessee, and the CDE Lenders.
3. QALICB Indemnity Agreement by Lessor and Lessee in favor of Wells Fargo Community Investment Holdings, LLC, a limited liability company (“Investor”).
4. Investment Fund Put and Call Agreement by and between Investor and Lessee.
5. NMTC Compliance and Reporting Agreement by and among Lessor, Lessee, the CDE Lenders, and Bay Tech Investment Fund, LLC, a Delaware limited liability company.
6. New Markets Tax Credit Fee Agreement by and among LISC CDE Lender, Broadstreet Impact Services, LLC (f/k/a New Markets Support Company, LLC), a Delaware limited liability company, Lessor, and Lessee.
7. Reimbursement and Compliance Agreement by and between Lessor and Lessee for the benefit of the Reliance Parties (as defined therein).
8. Intercreditor and Subordination Agreement by and among Borrower, LISC Lender and PCSD Lender.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Beginning at the intersection of the Northwestern line of 23rd Avenue with the Southwestern line of East 15th Street, and running thence along said line of East 15th Street Northwesterly 221.33 feet; thence at a right angle Southwesterly 150 feet; thence at a right angle Southeasterly 71.33 feet; thence at a right angle Northeasterly 50 feet; thence at a right angle Southeasterly 20 feet; thence at a right angle Northeasterly 24 feet; thence at a right angle Southeasterly 30 feet; thence at a right angle Northeasterly 6 feet; thence at a right angle Southeasterly 100 feet to said line of 23rd Avenue; thence at a right angle along the last mentioned line Northeasterly 70 feet to the point of beginning.

APN: 020-0152-001-00 & 020-0152-017-00

Parcel Two:

Beginning at a point on the Northeastern line of East 15th Street distant thereon North 53° 02' West, 100.00 feet from the intersection thereof with the Northwestern line of 23rd Avenue thence continuing along said line of East 15th Street, North 53° 02' West, 50.00 feet; thence leaving said line of East 15th Street, North 41° 05' East parallel with said line of 23rd Avenue, 89.50 feet; thence South 53° 02' East 50.00 feet; thence South 41° 05' West parallel with said line of 23rd Avenue 89.50 feet to the point of beginning.

APN: 020-0159-012-02

EXHIBIT C

Additional Covenants

For purposes of this Exhibit, all capitalized words or phrases set forth in this Exhibit and defined in the Lease shall have the meaning set forth in the Lease, unless otherwise defined in this Exhibit. Words or phrases relating to financial or accounting matters set forth in this Exhibit and not defined in the Lease or in this Exhibit shall have the meanings attributable to them under generally accepted accounting principles ("GAAP"), as modified from time to time.

Lessee further covenants and agrees with the Lessor that, for as long as the Loan is outstanding pursuant to the QLICI Loan Documents:

1. Operations.

(a) Lessee shall cause all use permits and licenses necessary for the operation of the School on the Premises to be kept in full force and effect at all times, including but not limited to any permits and/or licenses related to any entitlements in effect in connection with the Premises, and Lessee shall strictly comply with the terms and conditions of such entitlements.

(b) Lessee will maintain adequate records evidencing compliance with all conditions of the Charter for the School and Lessee's operation of the School on the Premises.

(c) Lessee shall conduct any and all activities (including, without limitation, all enrollment and attendance reporting and other requirements) as may be necessary for the School to continue to receive during the entire Term of the Lease funding from the State of California derived directly or indirectly from the Lessee's operation of the School ("State Operating Payments") to which the School may be entitled.

(d) Lessee shall not waive, forfeit, or otherwise release its right to receive the State Operating Payments unless Lessee first demonstrates to the Lessor's satisfaction that Lessee has obtained grant and/or other revenue sources sufficient to meet all of Lessee's obligations under the Lease, including, without limitation, Lessee's obligation to maintain the Financial Covenants below. Lessee shall notify the Lessor in writing thirty (30) days in advance of any termination, cancellation, material amendment, or material modification of the State Operating Payments. Any sale or factoring of State Operating Payments to be received by Lessee that includes fees or charges, including interest, that reduce the net State Operating Payments to be received by Lessee is for the purposes of this clause to be deemed a material amendment and modification of the State Operating Payments.

(e) Lessee shall promptly enforce its rights to receive State Operating Payments from the State and shall promptly comply with all conditions to the receipt of such payments.

2. Financial Covenants. Lessee shall comply with and perform all obligations imposed on, or to be performed by, Lessee under the QLICI Loan Documents.

3. Management. Lessee shall notify Lessor in writing of any change in Lessee's board of directors and/or Lessee's senior management, within ten (10) calendar days of any such change.

For purposes hereof, “senior management” shall include, but not be limited to, the positions of principal, assistant principal, director of operations, and executive director.

4. Organizational Change. Lessee shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lessor.

5. Charter. School shall keep and maintain the Charter of the School in full force and effect.

6. New Market Tax Credit Covenants.

(a) The Premises shall be used and occupied by Lessor solely for Lessor’s Agreed Use as described in Section 6.1(a) of this Lease, and for no other purpose whatsoever; provided, however, that in all events the Lessee shall not use or occupy any portion of the Premises for any NMTC Prohibited Use (as defined below), and Lessee will not cause or permit any portion of the Premises to be used for or leased for (whether directly by any subtenant or through any subtenant) any NMTC Prohibited Use or for any other Excluded Activity or Business (as defined in the NMTC Compliance and Reporting Agreement) (collectively, the “**NMTC Use Restrictions**”).

(b) “**NMTC Prohibited Use**” means any use or occupancy of the Premises or any portion thereof for the trade or business of which consists of the operation at the Premises (or a portion thereof) of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off Premises, nor shall any of the revenue generated from the Lessor’s business activities with respect to the Premises come from the rental of residential rental property, as defined in Section 168(e)(2)(A) of the Internal Revenue Code of 1986 (the “**Code**”), or any other trade, business or activity prohibited to be carried on by any amendment to Section 45D of the Code and the Treasury Regulations promulgated thereunder, and any other guidance published by the IRS.

(c) Any violation of the NMTC Use Restrictions set forth above (and in Section 45D of the Code and the Treasury Regulations promulgated thereunder with respect to a NMTC Prohibited Use) shall be a material default by Tenant hereunder giving rise to an immediate right by Landlord to terminate this Lease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.

(d) Lenders, together with successors and assigns of Lenders, and each of them, are intended third-party beneficiary of the provisions of this Section 6 of this Exhibit C and they, and each of them, shall have the right to enforce the same against the Lessee.

EXHIBIT D
Insurance Requirements

Throughout the term of this Lease, Lessee shall obtain, and maintain in full force and effect, the following policies of insurance on behalf of the Lessor:

1. Commercial General Liability insurance, insuring for third party claims of legal liability against the Lenders, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the ownership or management of the land and buildings, and including the costs to defend such actions brought against the Lessor, as well as hired and non-owned automobile liability insurance. The policy shall also include an endorsement for limited liability coverage for negligence related to sexual abuse or molestation. The policy shall name each of the Lenders as Named Insured and include an endorsement(s) adding as Additional Insured the parties described on Exhibit D-1.

Limits of the policy shall be at least \$1 million per occurrence and \$2 million in the general aggregate. If coverage is provided under blanket policies insuring other locations or entities, then the general aggregate must apply to each insured location separately.

2. Excess/Umbrella Liability insurance, with the Commercial General Liability, Automobile Liability and Employers Liability policies scheduled as underlying policies. Limits of the policy shall be at least \$3 million per occurrence and in the annual aggregate. All entities added as Additional Insureds to the Commercial General Liability shall also be Additional Insureds under the Excess/Umbrella Liability policy.

3. During construction of the Leasehold Improvements, evidence from the General Contractor of:

Commercial General Liability insurance, insuring for third party claims of legal liability against the Contractor, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the activities of the contractor, and including the costs to defend such actions brought against the contractor. Completed Operations coverage shall also be included in the policy. The policy shall include an endorsement(s) adding as Additional Insured each of the Lenders, together with the parties described on Exhibit D-1.

Limits of the policy shall be at least \$1 million per occurrence and \$2 million in the general aggregate.

Umbrella/Excess Liability insurance, with the Commercial General Liability, Automobile Liability and Employers Liability policies scheduled as underlying policies. Limits of the policy shall be at least \$2 million per occurrence and in the annual aggregate. All entities added as Additional Insureds to the Commercial General Liability shall also be Additional Insureds under the Excess/Umbrella Liability policy.

4. Evidence from each Architect or other design professional for the improvements to the Building of:

Commercial General Liability insurance, insuring for third party claims of legal liability against the design professional, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the activities of the design professional, and including the costs to defend such actions brought against the design professional. Products and Completed Operations coverage shall also be included in the policy. The policy shall include an endorsement(s) adding as Additional Insured the Lenders (using form CG 2026 or equivalent), together with the parties described on Exhibit D-1 attached.

Limits of the policy shall be at least \$1 million per occurrence and \$2 million in the general aggregate.

All insurance policies shall be underwritten by companies licensed to write such insurance in the state in which the Project is located, and shall be rated in the latest A.M. Best's Insurance Rating Guide with a rating of at least A-, and be in a financial category of at least IX.

Evidence of insurance under #3 & #4 above may be provided on a Certificate of Insurance issued to the Lenders. All Certificates shall be amended in the Cancellation provision by deleting the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

5. **Property Insurance - Building, Improvements and Rental Value.** As a condition to occupancy of the Premises, Lessee shall obtain and keep in force a policy or policies of property insurance in the name of Lessee, with loss payable to Lessor and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal, water damage and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

6. **Lessee's Property; Rental Interruption Insurance.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee-Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force as soon as practical following the Rent Commencement Date but in no event no later than five (5) business days following the Rent Commencement Date. Lessee shall also obtain and maintain in the name of and for the benefit of Lessor, rental interruption insurance for

12 months, insuring Lessor for the amounts of Base Rent arising from an interruption of the payment of the Base Rent otherwise payable by Lessee. To the extent Lessee is unable to obtain Rental Interruption Insurance, Lessor shall seek to obtain same subject to Lessee's obligation to reimburse Lessor as Rent or Supplemental Rent hereunder the commercially reasonable amount of any such premiums.

7. **Additional Insurance Requirements for Lender.** Lessee shall satisfy such additional insurance requirements as may be requested by any Lender.

EXHIBIT D-1

Additional Insureds

EXHIBIT E

WHEN RECORDED, RETURN TO:

Scott C. Neill
Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102

Recorder's Use

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this “*Agreement*”), is dated as of [___] (the “*Effective Date*”), by and among **1445 23RD AVENUE LLC**, a California limited liability company (“*Landlord*”), **BAY AREA TECHNOLOGY SCHOOL**, a California nonprofit public benefit corporation (“*Tenant*”), **WELLS FARGO COMMUNITY DEVELOPMENT ENTERPRISE ROUND 18 SUB 1, LLC**, a Delaware limited liability company (“*WF Sub-CDE*”), **PARTNERSHIPS OF HOPE 42, LLC**, a Missouri limited liability company (“*RDF Sub-CDE*”), **NEW MARKETS INVESTMENT 154, LLC**, a Delaware limited liability company (“*LISC Sub-CDE*”), and collectively with WF Sub-CDE and RDF Sub-CDE, the “*Lender*”), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not for profit corporation (“*Source Lender*”).

PRELIMINARY STATEMENT

Landlord and Tenant are parties to that certain Lease Agreement, dated on or about the date hereof (the “*Lease*”), pursuant to which Tenant leases from Landlord certain real property legally described on the attached *Exhibit A* and certain improvements located thereon (the “*Premises*”). The Premises are or will be encumbered by that certain Construction Deed of Trust with Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing to be recorded concurrently herewith upon the Premises from Landlord to Chicago Title Insurance Company, a Florida corporation (“*Chicago Title*”), as trustee, in favor of Lender (the “*Mortgage*”) securing those certain promissory notes in favor of Lender each as described therein (collectively, the “*Notes*”).

Source Lender is providing a loan to Tenant in the aggregate original principal amount of \$12,000,000 (the “*Source Loan*”), and Tenant and Source Lender are parties to that certain Source Loan Agreement, dated as of even date herewith, (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “*Source Loan Agreement*”), pursuant to which Source Lender made the Source Loan to Tenant, and those other documents and agreements entered into, delivered or to be entered into or delivered pursuant thereto or in connection therewith, including without limitation, any promissory notes, credit agreements, loan commitments, agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Source Loan (the “Source Loan Documents”). Tenant granted Source Lender that certain

Leasehold Deed of Trust, Absolute Assignment of Rents and Agreements, Security Agreement and Fixture Filing, dated as of even date herewith, by the Tenant to Chicago Title in favor of Source Lender to be recorded concurrently herewith upon the Premises (the "Source Mortgage") securing the Source Loan.

The Tenant has agreed to recognize the rights of Lender and Source Lender in accordance with the terms and provisions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

Section 1. Subordination. Notwithstanding anything to the contrary contained in the Lease, subject to the terms hereof, the Lease and the leasehold estate created thereby are hereby declared to be, and hereafter shall continue at all times to be, junior, subject and subordinate, in each and every respect, to the Mortgage, including, without limitation, (i) any and all increases, renewals, modifications, extensions, substitutions, replacements and or consolidations of the Notes or the Mortgage and (ii) any future mortgage, assignment or encumbrance affecting the Premises held by or made for the benefit of Lender and/or its successors and assigns. The foregoing subordination is effective and self-operative without the necessity for execution of any further instruments. Tenant hereby covenants with Lender that Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender and/or its successors and assigns without prior written notice to and prior written consent of Lender. At any time at the election of Lender, Lender shall have the right to declare the Lease superior to the lien, provisions, operation and effect of the Mortgage.

Section 2. Attornment. Notwithstanding the foregoing subordination, if the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings (judicial or non-judicial) for enforcement of the Mortgage or by reason of a deed in lieu of foreclosure, Tenant, at the election of the transferee and its successors and assigns ("***Purchaser***") acquiring said interests, shall be bound to the Purchaser pursuant to all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease then remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original landlord under the Lease, and Tenant does hereby attorn to and agree to attorn to the Purchaser, as its landlord, said attornment to be effective and self-operative without the necessity for execution of any further instruments, upon Purchaser's election after succeeding to the interest of the Landlord under the Lease.

Section 3. Further Acts. Notwithstanding any provisions contained in Sections 1 and 2 above which state that the attornment and subordination by Tenant to Purchaser are effective and self-operative without the execution of any further instrument, Tenant agrees that, upon request of Lender and/or Purchaser, it will execute such written agreement as reasonably requested to evidence and affirm any and all of Tenant's obligations under this Agreement, and further, Tenant agrees that it will execute from time to time such further assurances and estoppel certificates as may reasonably be requested by Lender and Purchaser. Without limiting the generality of the foregoing, if and to the extent that Landlord rejects the Lease in any federal or state proceeding, Tenant will, upon the request of Lender or Purchaser, immediately enter into a new lease directly

with the Purchaser on the same terms as the Lease, provided execution of such new lease does not violate any bankruptcy law or related court order.

Section 4. Limitation. Neither Lender nor any Purchaser shall be (a) liable for any act or omission of Landlord or any prior landlord (including the loss or misappropriation of any rental payments or security deposits); (b) subject to any credits, claims, setoffs, offsets or defenses which Tenant may have against Landlord or any prior landlord; (c) bound by (or responsible for) any advance payment of rent or any other monetary obligations under the Lease to Landlord in excess of one quarter's prepayment thereof in the case of rent, or in excess of one periodic payment in advance in the case of any other monetary obligations under the Lease; (d) responsible for any security deposit not actually received by Lender or any Purchaser; (e) bound by any amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease to which Lender or Purchaser has not consented in writing, and any attempted amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease without said consent shall be null and void and of no force and effect; (f) liable for latent and/or patent defects in the construction of the Premises; (g) liable for any breach of any warranty in the Lease by Landlord or a prior landlord; (h) liable for the commencement or completion of any construction or any contribution toward construction or installation of any improvements upon the Premises, or any expansion or rehabilitation of existing improvements thereon; (i) bound by any obligation to complete the rehabilitation of the Premises, or to repair, replace, rebuild or restore the Premises, or any part thereof, in the event of damage by fire or other casualty, or in the event of partial condemnation, beyond such repair, replacement, rebuilding or restoration as may be required of the landlord under the Lease and as can reasonably be accomplished with the use of the net insurance proceeds or the net condemnation award actually received by or made available to Lender (as successor in interest to Landlord) or Purchaser; (j) required to remove any person occupying the Premises or any part thereof; or (k) bound by any right of first refusal or right of first offer set forth in the Lease. Neither Lender nor any Purchaser shall be liable for any reason for amounts in excess of the value of its interest in the Premises, or for consequential or punitive damages of any kind. Lender or any Purchaser shall be liable to Tenant under the Lease only during Lender's or such Purchaser's period of ownership of Landlord's interest in the Lease, respectively, and such liability shall not continue or survive as to the transferor after a transfer by Lender or such Purchaser of its interest in the Lease.

Section 5. Notice; Cure; Waivers. Tenant agrees to give prompt written notice to Lender (and to any successor in interest to Lender of which Tenant has been notified) of (a) any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease, reduce rent or to credit or offset any amounts against future rents; and (b) any attempt by the Landlord (including any successor or assignee of the Landlord) to amend, modify, terminate, or render void the Lease. If, within thirty (30) calendar days after receipt of written notice from Tenant, Lender, at Lender's sole option, commences to cure a default of Landlord under the Lease that is capable of being cured by Lender, or commences to pursue any other of its remedies under the Mortgage and thereafter diligently pursues such cure to completion, Tenant agrees not to terminate the Lease, reduce rent, credit or offset against future rents, consent or acquiesce in the termination of the Lease or surrender the Premises and agrees to continue to be bound by the terms of the Lease and this Agreement. As against Lender and its successors in interest, Tenant hereby waives any default by Landlord which is not capable of being cured by Lender in the exercise of reasonable diligence.

Section 6. Payments of Rent to Lender. Landlord absolutely assigns to Lender all payments of rent as the same are due under the Lease (the “**Rent**”) and Tenant agrees that, from and after an Event of Default (as defined in that certain Loan Agreement by and among Landlord and Lender, dated as of the date hereof (the “**Loan Agreement**”)) and until such time as all of Landlord’s monetary obligations to Lender pursuant to the Notes and the Loan Agreement have been fully paid, Tenant will pay the Rent directly to Lender. All such rental payments received by Lender shall be credited against Landlord’s obligations to Lender. Lender agrees to notify Landlord, in writing, of any failure of Tenant to pay Rent to Lender and Landlord immediately shall cure Tenant’s failure to pay by paying such Rent to Lender. Landlord, by its execution hereof, agrees that this Agreement does not constitute a waiver by Lender of any of Lender’s rights under the Mortgage and any assignment of leases or rents contained therein, or in a separate instrument or in any way release the Landlord from any of the terms, conditions, obligations, covenants and agreements of the Mortgage.

Section 7. Certification. As of the date hereof, Tenant hereby certifies to and agrees with Lender as follows, with the understanding that Lender is relying on such certifications and agreements in the making of the loan evidenced by the Notes and secured by the Mortgage:

- (a) the Lease is in full force and effect;
- (b) Tenant is not in default under the Lease; to the best of Tenant’s knowledge, information and belief, the Landlord is not in default under the Lease; no act, event or condition has occurred, which with notice or the lapse of time, or both, would constitute a default by Tenant or Landlord under the Lease; no claim by Tenant of any nature exists against Landlord under the Lease; and all obligations of Landlord have been fully performed;
- (c) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease;
- (d) none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one quarter in advance;
- (e) Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Premises;
- (f) the Lease has not been terminated, modified or amended and the Lease shall not hereafter be terminated, modified or amended without the prior written consent of Lender in each instance; and
- (g) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease to any party and no other consents to the execution of this agreement by the Tenant are required from any other party.

Section 8. Entire Agreement; Amendments. This Agreement and the other Loan Documents (as such term is defined in the Loan Agreement) to which the Landlord is a party constitute the entire understanding and agreement of the parties hereto with respect to the transactions contemplated hereby and shall supersede any prior understandings with respect

thereto, including, without limitation, any offer letter or letter of intent. This Agreement may be amended only by a writing, signed by the party or parties to be bound or burdened by such amendment.

Section 9. Waiver and Cumulative Rights. The failure or delay of the Lender to require performance by the Landlord of any provision of this Agreement or any other Loan Document to which the Landlord is a party shall not affect the rights of the Lender to require performance of such provision, unless such performance has been waived in writing by such party. No waiver of any Default (as such term is defined in the Loan Agreement) or Event of Default (as such term is defined in the Loan Agreement) shall constitute a waiver of any other Default or Event of Default. All rights granted to the Lender hereunder or allowed to the Lender by law or in equity shall be cumulative and may be exercised in part or in whole from time to time.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, all future holders of the Loans (as defined in the Loan Agreement) and their respective successors and assigns, except that, the Landlord may not transfer or assign any of its rights or obligations hereunder or under the other Loan Documents.

Section 11. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CHOICE OF LAW RULES WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 12. Notices. Any Notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or when confirmed by receipt if transmitted by telecopy, electronic mail, or other form of rapid transmission if Notices given by such means of communication are capable of being confirmed upon delivery by electronic means, or three days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such Notice, and addressed to the parties as set forth on Exhibit A to the Loan Agreement.

Section 13. Severability. If any provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect, under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired, and such illegal, invalid or unenforceable provisions shall, at the reasonable request of the Lender, be replaced by other provisions in accordance with the purpose and meaning of this Agreement.

Section 14. Other Definitional Provisions; Headings; Language of Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, schedule and exhibit references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of

this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

Section 15. Conflicts. In the case of any inconsistency between or within this Agreement and/or any of the other Loan Documents, the more restrictive provision shall control over the less restrictive provision, and, if incapable of being so resolved, the provisions of the Loan Agreement shall control over those of any of the other Loan Documents.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

Section 17. Time is of the Essence. Time is of the essence in the performance of this Agreement and the other Loan Documents by the Landlord and each and every term thereof.

Section 18. Survival; Further Performance. The representations, warranties, acknowledgments, and agreements set forth herein shall survive the date of this Agreement. The Landlord, whenever and as often as it shall be reasonably requested by the Lender, shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered to the Lender, such further instruments and documents, and do any and all things as may be requested, in order to carry out the intent and purpose of this Agreement and the other Loan Documents.

Section 19. Source Lender Non-Disturbance. In accordance with, and subject to the terms of this Section 19, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration of the term of the Lease, including any extensions and renewals of such term now provided thereunder, and only if (i) the Lease is in full force and effect and Tenant is not in default beyond any applicable notice and/or cure period (including, with limitation, any extended cure periods available to Source Lender under the Lease), or (ii) Source Lender (including its successors and assigns, including any purchaser at such foreclosure under the Source Mortgage) has succeeded to the interest of Tenant under the Lease or is proceeding with reasonable diligence to do so, pursuant to the remedies under the Source Loan Documents and Source Mortgage, respectively, Lender agrees on behalf of itself, its successors and assigns, including any purchaser at such foreclosure (each being referred to herein as an “Acquiring Party”), that the Lease shall continue in full force and effect as a direct lease between the Acquiring Party and Tenant or Source Lender (including its successors and assigns, including any purchaser at such foreclosure under the Source Mortgage) as successor in interest to Tenant, as applicable, and that neither Tenant nor Source Lender (including its successors and assigns, including any purchaser at such foreclosure under the Source Mortgage), as successor in interest to Tenant, as applicable, shall be named as a party therein unless such joinder shall be required by law; provided, however, such joinder shall not result in the termination of the Lease or disturb Tenant’s or Source Lender’s (including its successors and assigns, including any purchaser at such foreclosure under the Source Mortgage) as successor in interest to Tenant’s possession, as applicable, quiet enjoyment or use of the Premises, and the sale of the Premises in any such action or proceeding and the exercise by Lender of any of its other rights under the Mortgage shall be made subject to all rights of Tenant under the Lease (subject to the terms of this Agreement); provided, further, however, that Lender, Tenant and Source Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender or Acquiring Party: any

option to purchase or any right of first refusal to purchase with respect to the Premises, and any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Premises which is inconsistent with the terms of the Mortgage. The foregoing provisions of this Section 19 shall not be construed in any manner that would prevent Lender from (a) carrying out any judicial or nonjudicial foreclosure proceeding under the Mortgage, or (b) obtaining the appointment of a receiver for the Premises as and when permitted under applicable law, or (c) exercising Lender's rights with respect to the enforcement against Tenant of any assignment of rents made by Landlord to Lender in connection with the loan evidenced by the Notes. Notwithstanding the foregoing and any other provision contained herein to the contrary, if after a period of ninety (90) consecutive days following any default (beyond any applicable notice and/or cure periods) under the Lease as a result of the actions of Tenant (or any affiliate thereof), if the Source Lender has not then succeeded to the interest of Tenant under the Lease, or has not otherwise initiated and continued a foreclosure of the rights of the Tenant in the Premises (or taken any other similar action to take ownership or control of the Premises), then at the written request of Lender, which request may be by electronic mail, Source Lender shall release Lender from its non-disturbance obligations under this Section 19.

Section 20. Waiver of Jury Trial; Judicial Reference.

(a) **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND FURTHER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE SUBJECT TO ARBITRATION AS PROVIDED FOR IN SECTION 21 HEREOF AND SHALL NOT BE TRIED BEFORE A JURY.**

(b) Judicial Reference. The parties hereto agree that any and all claims, disputes, and controversies arising out of this Agreement or the other Loan Documents or the transactions contemplated thereby (including, without limitation, actions arising in contract or tort and any claims by a party against a Lender related in any way to the Loan or the transactions contemplated hereunder) (each, a "***Claim***") that are brought before a forum in which the pre-dispute waiver of the right to trial by jury set forth in Section 20(a) above is invalid under applicable law shall be subject to the terms of this Section 20(b) in lieu thereof, or as otherwise provided in the Loan Documents.

(i) Any and all such Claims shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure § 638 et seq. The parties shall use their respective commercially reasonable and good faith efforts to agree upon and select such referee, who shall be a retired California state or federal judge, provided, however, that the parties shall not appoint a referee that may be disqualified pursuant to California Code of Civil Procedure § 641 or § 641.2 without the prior written consent of all the parties. If the parties are unable to agree upon a referee within ten (10) calendar days after a party serves written notice of intent for judicial reference upon the other party or parties, then the referee shall be selected by the court in accordance with California Code of Civil Procedure § 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The referee's decision shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure §§ 644-645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

(ii) If a Claim includes multiple claims, some of which are found not subject to this Agreement or the other Loan Documents, the parties shall stay the proceedings of the Claim or part or parts thereof not subject to this Agreement or the other Loan Documents until all other Claims or parts thereof are resolved in accordance with this Agreement. If there are Claims by or against multiple parties, some of which are not subject to this Agreement, the parties shall sever the Claims subject to this Agreement and resolve them in accordance with this Agreement.

(iii) Nothing in this Section 20(b) shall be deemed to apply to or limit the rights of any Lender (i) to exercise self-help remedies, including, without limitation, setoff, or (ii) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, or (iii) to obtain from a court provisional or ancillary remedies, including, without limitation, injunctive relief, writ(s) of possession, prejudgment attachment, protective order(s) or the appointment of a receiver, or (iv) to pursue rights against a party in a third-party proceeding in any action brought against such Lender, including, without limitation, actions in bankruptcy court. Each Lender may exercise the foregoing rights before, during or after the pendency of any judicial reference proceeding. The failure to exercise any of the foregoing remedies shall not constitute a waiver of the right of any party, including, without limitation, the claimant in any such action, to require submission to judicial reference the merits of the Claim giving rise to such remedies. No provision in any of the Loan Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Section for judicial reference of any Claim.

(iv) During the pendency of any Claim which is submitted to judicial reference in accordance with this Section, each of the parties to such Claim shall bear equal share of the fees charged and costs incurred by the referee in performing the services described herein. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to compensation from the non-prevailing party for reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amounts as determined by the referee.

(v) Each party hereto acknowledges and agrees that the provisions of this Section constitute a material inducement to enter into the Note, the Loan Documents, and to consummate the transactions contemplated thereunder, and that the parties will continue to be bound by and rely on such provisions in the course of their dealings with regard to any Claim governed by the provisions of this Section. Each party hereto further warrants and represents that it has reviewed these provisions with legal counsel of its own choosing, or has had the opportunity to do so, and that it knowingly and voluntarily agrees to abide by the provisions of this Section having had the opportunity to consult with legal counsel.

(vi) THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR THE PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE § 638. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS EVIDENCE OF EITHER OR ALL PARTIES' CONSENT AND AGREEMENT TO HAVE ANY AND ALL CLAIMS HEARD AND DETERMINED BY A REFEREE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE § 638. THE PARTIES ACKNOWLEDGE THAT JUDICIAL REFERENCE PROCEEDINGS CONDUCTED IN ACCORDANCE WITH THIS SECTION WOULD BE CONDUCTED BY A PRIVATE REFEREE ONLY, SITTING WITHOUT A JURY. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE § 638.

(c) Additional Waivers.

(i) If Landlord is a partnership and Guarantor is a general partner of that partnership, then Guarantor shall be liable under partnership law for all the Guaranteed Obligations, as defined in the Guaranty (including any portion of the Guaranteed Obligations secured by real property) instead of being so liable under the Guaranty.

(ii) To the fullest extent of the law, Landlord:

(A) waives any rights and defenses, including, without limitation any rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses, whether relating to real

property or otherwise, that are or may become available to Landlord under law or in equity, including without limitation:

(1) by reason of Sections 2787 to 2855, inclusive, or Sections 2899 or 3433 of the California Civil Code;

(2) any rights or defenses based upon Section 580a, 580b, 580d, 580e or 726 of the California Code of Civil Procedure;

(3) to a fair market value hearing or action to determine a deficiency judgment after a foreclosure;

(4) defense based upon Lender's election to waive its lien as to all or any security for the obligations hereunder pursuant to Section 726.5 of the California Code of Civil Procedure or otherwise; and

(5) any defense based on or arising from Division 9 or any other applicable division of the California Commercial Code (including any defense arising as a result of any election made by Lender under Section 9604(a) of the California Uniform Commercial Code); and

(B) agrees that Lender may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Landlord and, if Lender forecloses on any real property collateral pledged by Landlord, (i) the amount of the Guaranteed Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (ii) Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral, has/have destroyed any right Guarantor may have to collect from Landlord.

(C) The waivers given in this section are given to induce Lender to make the Loans and other extensions of credit included in this Agreement and the other Loan Documents.

Section 21. Arbitration of Disputes.

(a) *Arbitration.* The parties agree to take all reasonable steps to resolve disputes between them without resorting to arbitration. However, upon the demand of any party, any Dispute (as such term is defined herein) shall be resolved by binding arbitration in accordance with the terms of this Section (subject to subsections (c) and (e) below). A "***Dispute***" shall mean any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement or any Fund Loan Document. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Each party shall pay its own

costs and expenses of the arbitration proceeding and the cost of the arbitrator shall be divided equally between the parties.

(b) *Governing Rules.* Arbitration proceedings shall be administered by the American Arbitration Association (“*AAA*”) or such other administrator as the parties shall mutually agree upon. Arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein shall control. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location selected by the AAA or other administrator. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided however, that nothing contained herein shall be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. § 91 or any similar applicable state law.

(c) *No Waiver; Pursuit of Remedies.* No provision hereof shall limit the right of the Lender to pursue judicial or non-judicial foreclosure, sales pursuant to the UCC, the appointment of a receiver, deficiency judgments, or judgments for the payment of money upon an Event of Default, or the right of any party to obtain provisional and ancillary remedies, including without limitation injunctive relief or attachment, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration hereunder, including, but not limited to, with respect to any counterclaims raised in connection with the pursuit of any such remedy. For further clarification, nothing herein will be construed to prevent either party’s use of bankruptcy, receivership, injunction, repossession, replevin, claim and delivery, sequestration, seizure, attachment, foreclosure, and/or any other prejudgment or provisional action or remedy relating to any collateral for any current or future debt owed by either party to the other.

(d) *Arbitrator Qualifications and Powers; Awards.* Arbitrators must be active members of the Bar of the State of California (the “*State*”) or retired judges of the state or federal judiciary in the jurisdiction in which the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the state in which the arbitration is held, (ii) may grant any remedy or relief that a court of the State could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the State Rules of Civil Procedure or other applicable law. Any Dispute in which the amount in controversy is \$1,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than \$1,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right

or claim to recover more than \$1,000,000. Any Dispute in which the amount in controversy exceeds \$1,000,000 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

(e) *Judicial Review.* Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds \$5,000,000, the arbitrators shall be required to make specific, written findings of fact and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not supported by substantial evidence or which is based on legal error, (ii) an award shall not be binding upon the parties unless the findings of fact are supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the state in which the arbitration is held, and (iii) the parties shall have in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying or correcting an award, the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of the state in which the arbitration is held. Judgment confirming an award in such a proceeding may be entered only if a court determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state in which the arbitration is held.

(f) *Damages.* The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this Section. Any award in an arbitration under this Section shall be limited to monetary damages and shall include no injunction or *direction* to any party other than the direction to pay a monetary amount.

(g) *Miscellaneous.* To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within one hundred eighty (180) calendar days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

(h) *Attorney's Fees.* In any arbitration brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, in addition to any other relief to which it may be entitled.

(i) *Confidentiality.* All arbitration proceedings, including testimony or evidence at hearings, will be kept confidential, although any award or order rendered by the arbitrator(s) pursuant to the terms of this Agreement may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district which includes the residence of the party against whom such award or order was

entered (provided, the parties hereto acknowledge and agree that this confidentiality provision does not prohibit or otherwise restrict any party from making required disclosures to the Internal Revenue Service or any other required disclosure under applicable state, local or federal laws).

(j) *Enforcement.* Proceedings to enter judgment upon, enforce, modify or vacate any award or interim injunctive relief shall be governed by the Federal Arbitration Act and, to the extent lawful, shall be commenced in one of the following courts first, any Federal District Court in the State, or if such jurisdiction is not available, any state court in the State, and if none of the foregoing courts shall have jurisdiction, then any other court having jurisdiction over the matter and parties. The parties hereby explicitly consent to the jurisdiction of each of the foregoing court systems for proceedings brought pursuant to this Section

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Subordination and Attornment Agreement as of the date set forth above.

LANDLORD:

1445 23RD AVENUE LLC, a California limited liability company

By: Bay Area Technology School, a California nonprofit public benefit corporation, its manager

By: _____
Seth D. Feldman, EdD
Executive Director

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, before me, _____
 Date (insert name and title of the officer)
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

IN WITNESS WHEREOF, the parties have executed and delivered this Subordination and Attornment Agreement as of the date set forth above.

TENANT:

BAY AREA TECHNOLOGY SCHOOL,
a California nonprofit public benefit corporation

By: _____
Seth D. Feldman, EdD
Executive Director

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, before me, _____
 Date (insert name and title of the officer)
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

[Signature Pages Continue]

IN WITNESS WHEREOF, the parties have executed and delivered this Subordination and Attornment Agreement as of the date set forth above.

SOURCE LENDER:

**LOCAL INITIATIVES SUPPORT
CORPORATION,**
a New York not-for-profit corporation

By:

Patrick Maher
Senior Vice President and Deputy
General Counsel

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, before me, _____
 Date (insert name and title of the officer)
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

IN WITNESS WHEREOF, the parties have executed and delivered this Subordination and Attornment Agreement as of the date set forth above.

WF SUB-CDE:

**WELLS FARGO COMMUNITY
DEVELOPMENT ENTERPRISE ROUND
18 SUB 1, LLC**, a Delaware limited liability
company

By: Wells Fargo Community Development
Enterprises, Inc., a Nevada corporation, its
non-member manager

By: _____
Scott Pinover
Director

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, before me, _____
 Date (insert name and title of the officer)
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

IN WITNESS WHEREOF, the parties have executed and delivered this Subordination and Attornment Agreement as of the date set forth above.

RDF SUB-CDE:

PARTNERSHIPS OF HOPE 42, LLC, a
Missouri limited liability company

By: Raza Development Fund, Inc., an Arizona
nonprofit corporation, its managing
member

By: _____
Melissa McDonald
Chief Operating Officer

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS.

On _____, before me, _____
 Date (insert name and title of the officer)
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

IN WITNESS WHEREOF, the parties have executed and delivered this Subordination and Attornment Agreement as of the date set forth above.

LISC SUB-CDE:

NEW MARKETS INVESTMENT 154, LLC,
a Delaware limited liability company

By: Broadstreet Impact Services, LLC (f/k/a
New Markets Support Company, LLC), a
Delaware limited liability company, its
managing member

By: _____
Donna Nuccio
Managing Director

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, before me, _____
 Date (insert name and title of the officer)
 personally appeared _____
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Beginning at the intersection of the Northwestern line of 23rd Avenue with the Southwestern line of East 15th Street, and running thence along said line of East 15th Street Northwesterly 221.33 feet; thence at a right angle Southwesterly 150 feet; thence at a right angle Southeasterly 71.33 feet; thence at a right angle Northeasterly 50 feet; thence at a right angle Southeasterly 20 feet; thence at a right angle Northeasterly 24 feet; thence at a right angle Southeasterly 30 feet; thence at a right angle Northeasterly 6 feet; thence at a right angle Southeasterly 100 feet to said line of 23rd Avenue; thence at a right angle along the last mentioned line Northeasterly 70 feet to the point of beginning.

APN: 020-0152-001-00 & 020-0152-017-00

Parcel Two:

Beginning at a point on the Northeastern line of East 15th Street distant thereon North 53° 02' West, 100.00 feet from the intersection thereof with the Northwestern line of 23rd Avenue thence continuing along said line of East 15th Street, North 53° 02' West, 50.00 feet; thence leaving said line of East 15th Street, North 41° 05' East parallel with said line of 23rd Avenue, 89.50 feet; thence South 53° 02' East 50.00 feet; thence South 41° 05' West parallel with said line of 23rd Avenue 89.50 feet to the point of beginning.

APN: 020-0159-012-02

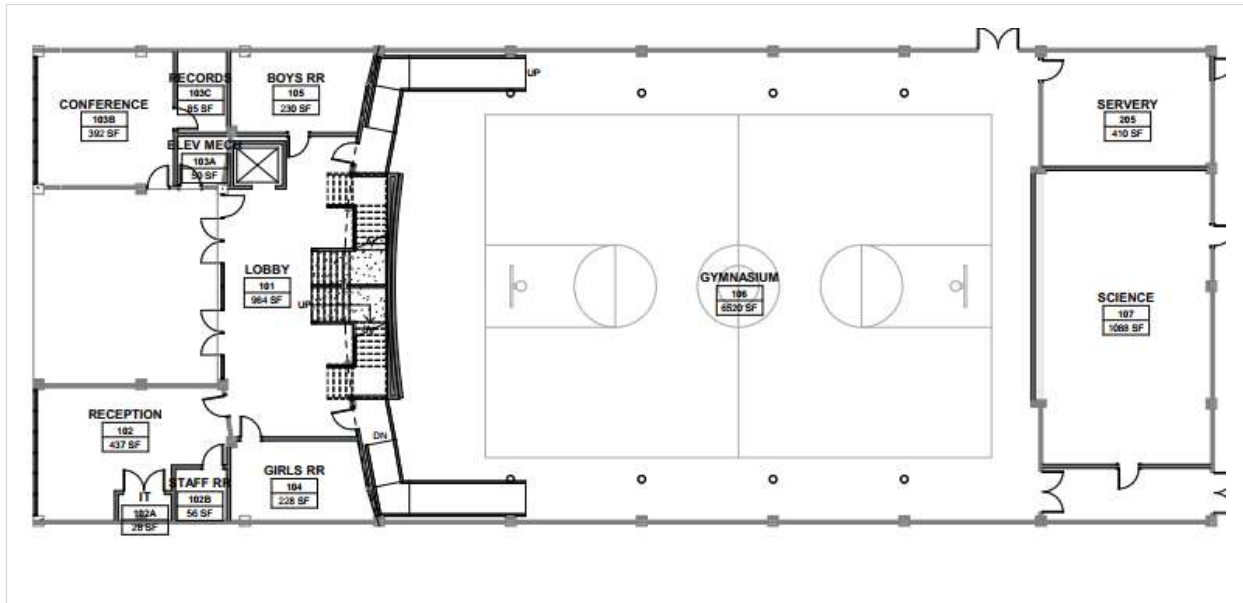
EXHIBIT F

NOTICE ADDRESSES

	Party and Address	<i>with a copy to</i>
<i>CDE Lenders</i>		
1	Wells Fargo Community Development Enterprise Round18 Sub 1, LLC c/o Wells Fargo Community Development Enterprises, Inc. 401 B Street, Suite 304A MAC E2901 031 San Diego, CA 92101 Attention: NMTC Loan Administrator Loan Number: 1021526 Telephone: (202) 449-8740 Facsimile: (866) 723-1089 Email: Donna.Y.Gatlin.Mteeka@wellsfargo.com	Wells Fargo Community Investment Holdings, LLC c/o Wells Fargo Community Development Enterprises, Inc. 401 B Street, Suite 304A MAC E2901 031 San Diego, CA 92101 Attention: NMTC Loan Administrator Loan Number: 1021526 Telephone: (202) 449-8740 Facsimile: (866) 723-1089 Email: Donna.Y.Gatlin.Mteeka@wellsfargo.com and Wells Fargo Bank, NA c/o Wells Fargo Legal Department, 30th floor 333 Market St., MAC: A0119-303 San Francisco, CA 94105-2102 Attention: Bina Galal, Esq. and Kutak Rock LLP 1650 Farnam Street Omaha, NE 68102 2186 Attention: Scott C. Neill Facsimile: (402) 346 1148 Telephone: (402) 346 6000 E mail: scott.neill@kutakrock.com
2	Partnerships of Hope 42, LLC c/o Raza Development Fund, Inc. 410 E. Southern Avenue Phoenix, AZ 85040 Attention: Melissa McDonald Telephone: (602) 417-1421 Facsimile: (602) 417-1430 E-mail: mmcdonald@razafund.org	Leverage Law Group, LLC 4501 College Boulevard, Suite 280 Leawood, KS 66211 Attention: Blake D. Mason Telephone: (913) 469-4009 Facsimile: (913) 469-4000 E-mail: blake.mason@leveragelaw.com
3	New Markets Investment 154, LLC c/o Broadstreet Impact Services 609 W. Randolph Street, Suite 200 Chicago, Illinois 60661 Attention: Matthew Huber, MD E-mail: mhuber@broadstreetimpact.com Attention: Donna Nuccio, MD E-mail: dnuccio@broadstreetimpact.com	Future Unlimited Law PC P.O. Box 2776 Yelm, WA 98597 Attention: Ruth Sparrow Telephone: (360) 458-1720 E-mail: rsparrow@futureunlimitedlaw.com

<i>Lessor and Lessee</i>		<i>with a copy to</i>
4	1445 23 RD AVENUE LLC c/o Bay Area Technology School 8251 Fontaine Street Oakland, CA 64605 Attention: Executive Director Email: sfeldman@baytechschool.org	
5	BAY AREA TECHNOLOGY SCHOOL 8251 Fontaine Street Oakland, CA 64605 Attention: Executive Director Email: sfeldman@baytechschool.org	
<i>LISC Lender</i>		<i>with a copy to</i>
6.	Local Initiatives Support Corporation 28 Liberty Street 34 th Floor New York, New York 10005 Attn: Patrick Maher, Esq.	Local Initiatives Support Corporation 28 Liberty Street 34 th Floor New York, New York 10005 Attn: Crystal Langdon, Director of Lending, Charter School Financing
<i>PCSD Lender</i>		<i>with a copy to</i>
7.	PACIFIC CHARTER SCHOOL DEVELOPMENT, INC. 600 Wilshire Blvd., Suite 200 Los Angeles, CA 90032 Attn: General Counsel Email: mera@pacificcharter.org	

BayTech Charter School Transportation Impact Review



December 2022

Prepared for:

Bay Area Technology School

Prepared by:

Parisi
TRANSPORTATION CONSULTING

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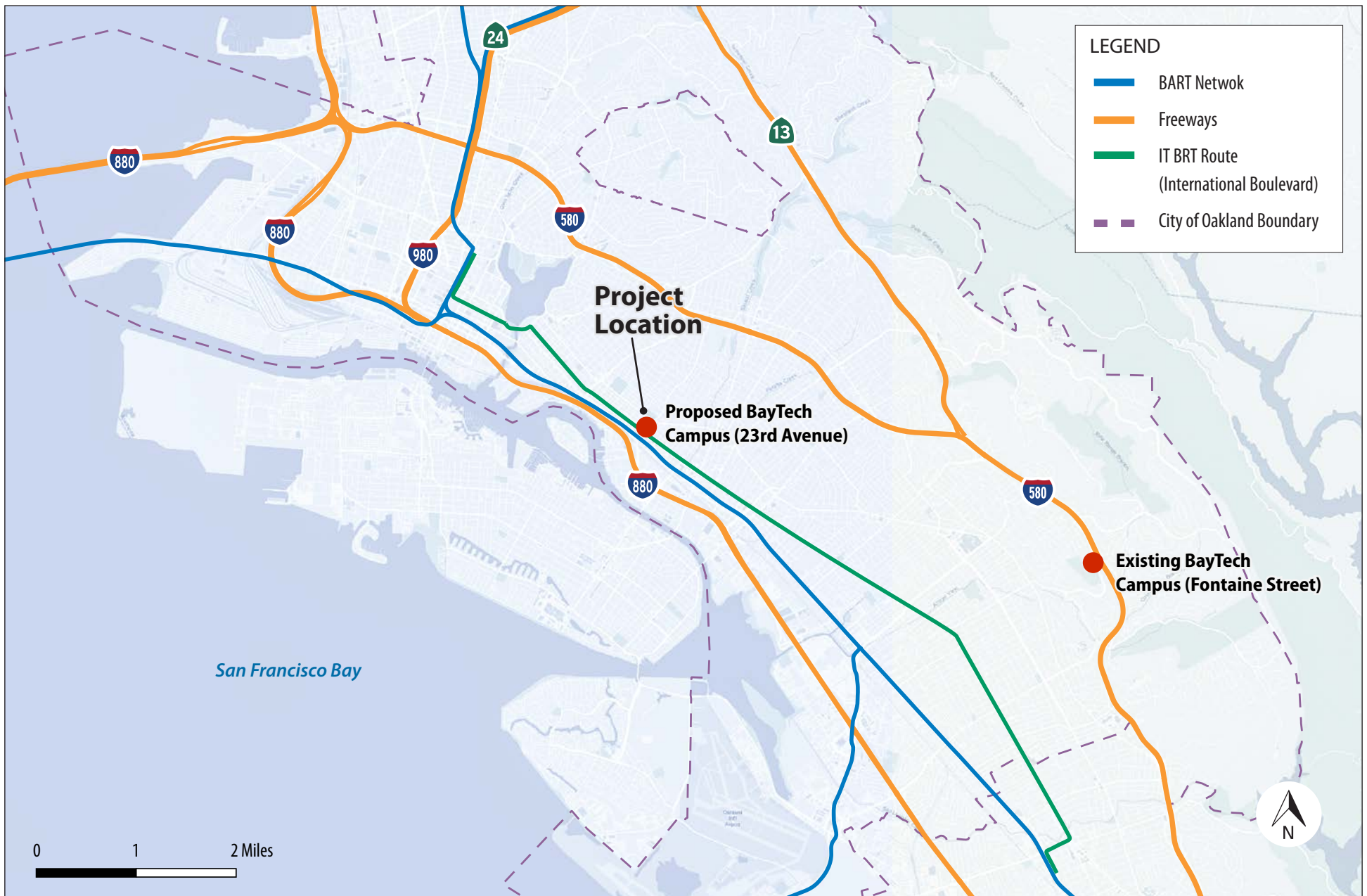
1 Introduction

This report presents the conclusions of the transportation impact review conducted for the proposed Bay Area Technology School ("BayTech") project at 1453 23rd Avenue in Oakland, California ("Project"). This study analyzes anticipated transportation impacts of the Project, including:

- Trip generation and distribution.
- Traffic operations analysis for eight study area intersections.
- Site analysis for vehicle, transit, pedestrian, and bicycle access.
- Crash analysis based on the latest five-year available dataset.
- Transportation and parking demand management.
- Parking needs assessment.
- CEQA traffic impact assessment.

The Project involves relocation of the BayTech grade 6-12 school from its existing campus at 8251 Fontaine Street to 1453 23rd Avenue, both in the City of Oakland ("City"). The Project site includes two parcels: Alameda County Assessor's Parcel Number (APN) 20-152-1 contains the former Palace Theater building, constructed in 1923 as a theater, and used primarily as a church since 1953, as well as an adjacent surface parking lot. APN 20-159-12-2 contains a surface parking lot across East 15th Street from the Palace Theater building.

Figure 1.1 displays the proposed Project site in context of the wider region, and Figure 1.2 shows the parcels involved in the Project.



Data source: City of Oakland

Figure 1.1: Vicinity Map



Data source: Alameda County Assessor's Office

Figure 1.2: Project Parcels

2 Study Area Description

The study area for the BayTech transportation impact review encompasses transportation facilities within approximately 0.25 mile of the Project site. This section describes study area existing roadway, transit, bicycle, and pedestrian infrastructure, conditions, and other considerations, as appropriate.

2.1 ROADWAY NETWORK

The following includes description of roads in the study area according to functional classification, number of vehicular travel lanes, on-street parking, sidewalks, and bicycle facilities.

2.1.1 FREEWAYS

Interstate 880 (I-880) is a major freeway that runs approximately 45 miles from Oakland to San Jose. The interchange at 23rd Avenue serves the project site from approximately 1/3rd mile away.

2.1.2 ARTERIALS

East 12th Street is a four-lane divided arterial roadway with a posted speed limit of 35 miles per hour (mph) that extends between 1st Avenue to 46th Avenue. The corridor in the study area is divided by a curbed median and elevated tracks for Bay Area Rapid Transit (BART). Sidewalks are present on both sides of the street. A bike lane¹ exists on the south side of the street, and a buffered bike lane is present on the north side of the street.

On-street parking is available on the north side of the street; no parking is allowed on the south side of the street between 22nd and 23rd Avenue. Parking is restricted on the north side of 12th Street from 9 AM to 12 PM on the first and third Fridays of each month.

International Boulevard is a four-lane arterial roadway with a posted speed limit of 30 mph running continuously between 1st Avenue to San Leandro and beyond to Hayward. In 2020, AC Transit opened the first Bus Rapid Transit service in the area along International Boulevard that operates from downtown Oakland to the San Leandro BART station. The inside lanes in both directions are indicated as bus-only lanes.

No bicycle facilities exist on International Boulevard, and sidewalks are present on both sides of the street. On-street parking is generally available on both sides of the street, except in the immediate vicinity of the bus boarding island at International Boulevard and 24th Avenue.

¹ Bicycle facilities are classified based on the City of Oakland Bikeway Types. <https://www.oaklandca.gov/resources/bikeway-types>. Accessed Aug 4, 2022.

Parking is restricted between 3 AM and 6 AM every Monday, Wednesday, and Friday on the north side of the street, and every Tuesday, Thursday, Saturdays on the south side of the street.

Foothill Boulevard is a two-lane arterial roadway with a prima facie speed limit of 25 mph east of 23rd Ave, 30 mph west of 23rd Avenue, and a posted school zone speed limit of 15 mph near Garfield Elementary School between 22nd Avenue and 23rd Avenue. Foothill Boulevard runs between 1st Avenue and 73rd Avenue. Sidewalks are present on both sides of the street. Buffered bike lanes exist west of 23rd Avenue, except for a stretch between Munson Way and 21st Avenue, where the bikeway becomes a standard unbuffered bike lane. A shared bike route, designated by shared use pavement markings ("sharrows") is present east of 23rd Avenue.

On-street parking is generally available on both sides of the street. Parking is restricted between 3 AM and 6 AM every Monday, Wednesday, and Friday on the south side of the street, and every Tuesday, Thursday, Saturdays on the north side of the street.

23rd Avenue is a two-lane arterial roadway with a prima facie speed limit of 25 mph south of Foothill Boulevard, and a posted speed limit of 30 mph north of Foothill Boulevard. 23rd Avenue traverses from East 12th Street to East 31st Street, directly adjacent to the Project site. Sidewalks are present on both sides of the street, and no bicycle facilities exist in the study area.

On-street parking is generally available on both sides of the street. Parking is restricted from 9 AM to 12 PM on the first and third Fridays of each month on the east side of the street, and from 12:30 PM to 3:30 PM on the first and third Wednesdays of each month on the west side of the street.

2.1.3 COLLECTORS

22nd Avenue is a two-lane collector roadway north of Foothill Boulevard, and transitions to a four-lane collector roadway south of Foothill Boulevard. At the intersection of East 12th Street, the roadway becomes 23rd Avenue as it continues to the interchange with I-880. The roadway has a prima facie speed limit of 25 mph.

Sidewalks are present on both sides of the street, except for along the roadway south of East 12th Street. North of Foothill Boulevard, 22nd Avenue is designated as a shared bike route with sharrows; south of Foothill Boulevard no bicycle facilities are present.

On-street parking is generally available on both sides of the roadway north of East 12th Street. Parking is restricted from 12:30 PM to 3:30 PM on the first and third Wednesdays of each month on the east side of the street and street from 9 AM to 12 PM on the first and third Fridays of each month on the west side of the street.

2.1.4 LOCAL ROADS

East 15th Street is a two-lane local road that runs along the north side of the Project site and has a prima facie speed limit of 25 mph. Sidewalks are present on both sides of the street; no bicycle facilities exist.

On-street parking is available on both sides of the street. Parking is restricted between 12:30 PM and 3:30 PM on the first and third Wednesdays of every month, and between 9 AM and 12 PM on the first and third Fridays of every month.

2.2 TRANSIT FACILITIES

The Project study area is served by Alameda-Contra Costa County Transit District (AC Transit). The nearest BART station is approximately 1.0 mile from the Project site and not considered in the study area. Figure 2.1 displays locations of transit facilities in the Project vicinity.

2.2.1 AC TRANSIT

AC Transit operates four routes that directly serve the Project site, including the 1T BRT line, two local lines, and an “All Nighter” line, as summarized in Table 2-1. The 1T BRT and 40 Lines both offer service intervals of every 10 minutes from 6 AM – 7 PM and are both considered high-quality transit corridors.²

² High-quality transit corridor is defined in the CEQA Statute as a corridor with fixed-route bus service with service intervals no longer than 15 minutes during peak commute hours. *California Public Resources Code, Division 13, §21155*. Published Jan 1, 2022.

Table 2-1: AC Transit Routes Serving Project

Line	Line Type	Route	Day of Week	Service Times	Frequency
1T	Tempo (Bus Rapid Transit)	Uptown Oakland to San Leandro BART via International Blvd.	Weekday	24 hours	6 AM – 7 PM: Every 10 mins 7 PM – 12 AM: Every 15 mins 12 AM – 6 AM: Every 60 mins
			Weekend	24 hours	6 AM – 7 PM: Every 10 mins 7 PM – 12 AM: Every 15 mins 12 AM – 6 AM: Every 30 mins
40	Local	Downtown Oakland to Bay Fair BART via Foothill Blvd. and Bancroft Ave.	Weekday	5:30 AM – 12 AM	5:30 AM – 7 PM: Every 10 mins 7 PM – 12 AM: Every 20 mins
			Weekend	5:30 AM – 12 AM	5:30 AM – 8 PM: Every 15 mins 8 PM – 12 AM: Every 20 mins
840	All Nighter		Daily	12 AM – 6 AM	Hourly
62	Local	West Oakland BART to Fruitvale BART Via Highland Hospital and 23 rd Ave.	Weekday	6 AM – 12 AM	Every 20 mins
			Weekend	6 AM – 1 AM	Every 30 mins

Source: AC Transit, schedules as of Aug 24, 2022.

2.3 BICYCLE FACILITIES

Table 2-2 summarizes Oakland's bikeway type classification system,³ which is used to describe existing and proposed bicycle facilities in the Project study area according to Oakland's Bicycle Master Plan, *Let's Bike Oakland!*⁴ In Table 2-3. Bicycle facilities are displayed in Figure 2.2.

Table 2-2: City of Oakland Bicycle Facility Classification

Classification	Description
Bike Paths (Class 1)	Paved rights of way completely separated from streets
Bike Lanes (Class 2)	On-street facilities designated for bicyclists using stripes and stencils.
Buffered Bike Lanes (Class 2B)	Include buffer striping to provide greater separation between bicyclists and parked or moving vehicles
Bike Routes (Class 3)	Streets assigned for bicycle travel and shared with motor vehicles, designated with "sharrow" pavement markings
Neighborhood Bike Routes, aka Bike Boulevards (Class 3B)	Bike routes on residential streets that prioritize through trips for bicyclists
Separated Bike Lanes (Class 4)	Cycle track with physical separation from motor vehicle travel lanes by use of parked cars, curbs, bollards, or planter boxes.

Source: City of Oakland, Department of Transportation

Table 2-3: Existing and Planned Bicycle Facilities in Study Area

Roadway Segment	Existing Bicycle Facility	Planned Bicycle Facility
E. 12 th St. westbound	Buffered Bike Lane (Class 2B)	Separated Bike Lane (Class 4)
E. 12 th St. eastbound	Bike Lane (Class 2)	Separated Bike Lane (Class 4)
International Blvd.	None	None
Foothill Blvd. west of 23 rd Ave.	Buffered Bike Lane (Class 2B) Except Munson Wy to 21 st Ave, Bike Lane (Class 2)	Buffered Bike Lane (Class 2B)
Foothill Blvd. east of 23 rd Ave.	Shared Bike Route (Class 3)	Buffered Bike Lane (Class 2B)
23 rd Ave.	None	None
22 nd Ave. north of Foothill Blvd.	Bike Boulevard (Class 3B)	Bike Boulevard (Class 3B)
22 nd Ave. south of Foothill Blvd.	None	Bike Lane (Class 2)
E. 15 th St.	None	None
E. 16 th St. east of 23 rd Ave.	None	Bike Boulevard (Class 3B)

Source: City of Oakland, Department of Transportation

³ Bicycle facilities are classified based on the City of Oakland Bikeway Types.

<https://www.oaklandca.gov/resources/bikeway-types>. Accessed Aug 4, 2022.

⁴ City of Oakland Department of Transportation, *Lets Bike Oakland!* Issued July 2019.

<https://www.oaklandca.gov/resources/bicycle-plan>. Accessed Jul 28, 2022.



Data source: City of Oakland

Figure 2.2: Existing and Proposed Bicycle Network

2.4 PEDESTRIAN FACILITIES

Sidewalks are provided along all roadways in the study area. As summarized by Table 2-4, marked crosswalks are present in all intersections in the study area except at the intersection of 22nd Avenue and East 15th Street. Pedestrian pushbuttons and pedestrian signal heads are generally available at all signalized intersections.

Table 2-4: Pedestrian Facilities at Intersections in Study Area

Intersection		Description				
Road 1	Road 2	Intersection Type	Marked Crosswalks	Curb Ramps	Pedestrian Pushbutton	Pedestrian Signal Head
22 nd Ave	Foothill Blvd	Signalized	Yes	Yes	Yes	Yes
22 nd Ave	E. 15 th St	Non-Signalized	No	Yes (not ADA-compliant)	No	No
22 nd Ave	International Blvd	Signalized	Yes	Yes	Yes (not ADA-compliant)	Yes
22 nd Ave	E. 12 th St	Signalized	Yes	Yes	Yes	Yes
23 rd Ave	Foothill Blvd	Signalized	Yes	Yes	Yes	Yes
23 rd Ave	E. 15 th St	Non-Signalized	Yes	Yes	No	No
23 rd Ave	International Blvd	Signalized	Yes	Yes	Yes	Yes
23 rd Ave	E. 12 th St	Signalized	Yes	Yes	Yes	Yes

Source: Parisi Transportation Consulting, 2022

Oakland's Pedestrian Master Plan, *Oakland Walks!*⁵ Identifies high injury corridors upon which the majority of pedestrian-involved injuries and fatalities occur. High injury network corridors and intersections in the Project study area include the following:

- East 15th Street between 21st and 26th Avenues.
- International Boulevard between 16th and 28th Avenues.
- Intersection of International Boulevard and 21st Avenue.

⁵ City of Oakland Department of Transportation, *Oakland Walks!* Issued 2017.
<https://www.oaklandca.gov/resources/pedestrian-plan-update>. Accessed Jul 28, 2022.

Both the stretch of East 15th Street and International Boulevard are designated as “High Tier” in the prioritization assessment in the Pedestrian Master Plan, and specific projects to address pedestrian safety are listed including:⁶

- At the intersection of 22nd Avenue and East 15th Street, add a pedestrian safety zone extending from the curb, and install high visibility crosswalks with signage and advanced yield markings. Install curb extensions (bulb outs) at all corners as a long-term improvement.
- At the intersection of 23rd Avenue and East 15th Street, install advanced yield markings to each minor approach.
- Along East 15th Street, restrict parking within 20 feet of intersections and marked crosswalks, and add edge line markings for street narrowing and parking definition.

The intersection of 22nd Avenue and International Boulevard contains existing two deficiencies with respect to pedestrian facilities. On the southeast corner, what is assumed to be a former pedestrian pushbutton stanchion appears knocked down and inoperable. On the northwest corner, the pedestrian pushbutton is located next to a ramp, rather than next to a level landing as required by the Americans with Disabilities Act (ADA).

⁶ Pedestrian improvements along International Boulevard were included as part of the AC Transit BRT design and installation.

3 Transportation Analysis

This section presents a transportation analysis per the City's Transportation Impact Report Guidelines, Chapter 3, and includes trip generation estimates, counts; site analysis focused on bicycle, pedestrian, and transit; and operations analysis.

3.1 STUDY INTERSECTIONS AND DATA COLLECTION

Eight roadway intersections in the immediate vicinity of the Project were identified as study intersections per the requirements of TIRG Section 3.1.4. These intersections are listed in Table 3-1 along with their control type and displayed in Figure 3.1.

Table 3-1: Study Intersections and Control Type

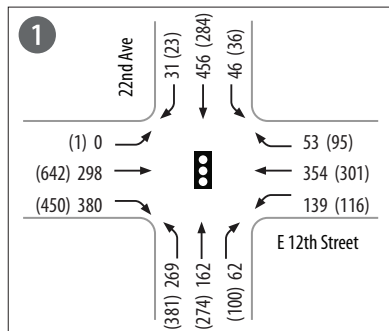
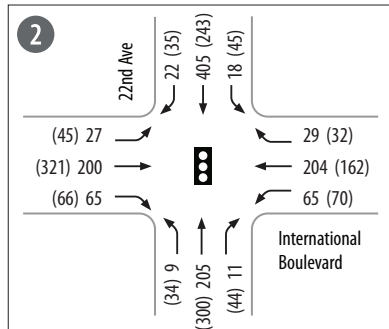
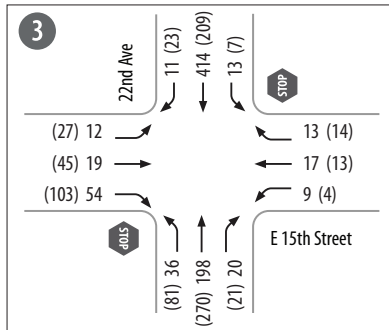
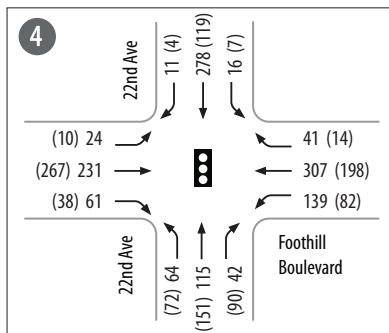
Intersection Number	Road 1	Road 2	Intersection Type
1	22 nd Avenue	East 12 th Street	Signalized
2	22 nd Avenue	International Boulevard	Signalized
3	22 nd Avenue	East 15 th Street	Two-Way Stop Controlled
4	22 nd Avenue	Foothill Boulevard	Signalized
5	23 rd Avenue	East 12 th Street	Signalized
6	23 rd Avenue	International Boulevard	Signalized
7	23 rd Avenue	East 15 th Street	Two-Way Stop Controlled
8	23 rd Avenue	Foothill Boulevard	Signalized

Source: Parisi Transportation Consulting, 2022.

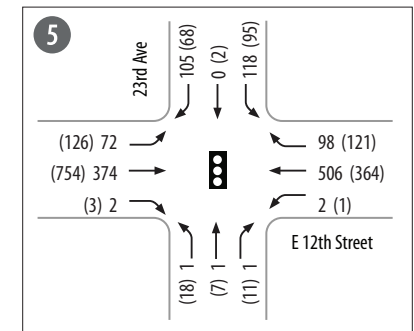
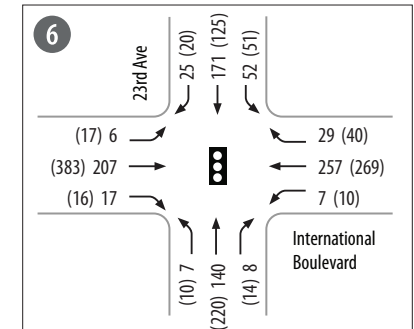
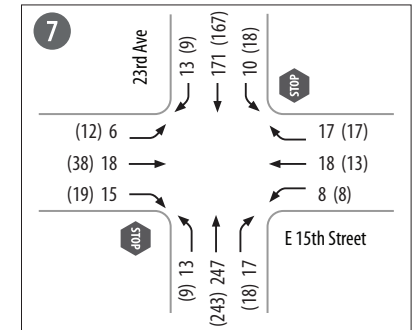
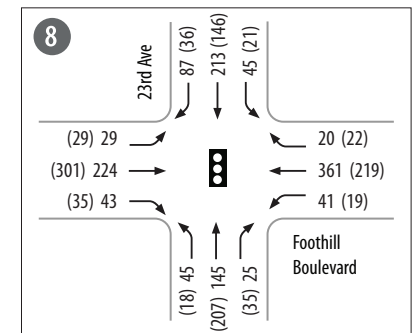
Turning movement counts were collected for the study intersections on Tuesday, August 16, 2022, between 7 AM and 9 AM, and between 3 PM and 6 PM. These times encompass the typical AM and PM commute peak hours and the Project's proposed typical morning drop-off (7:45 – 8:30 AM) and afternoon pick up periods, including after school programs (2:30 – 6:00 PM). Figure 3.2 displays the AM and PM peak vehicle turning movement volumes, and Figure 3.3 displays pedestrian and bicycle counts collected for input into analysis of existing conditions at the study intersections. Full vehicle turning volume data collected are included in Appendix A.



Figure 3.1: Study Intersections

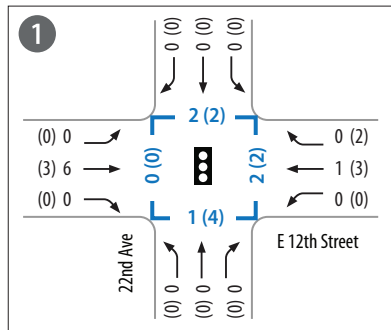
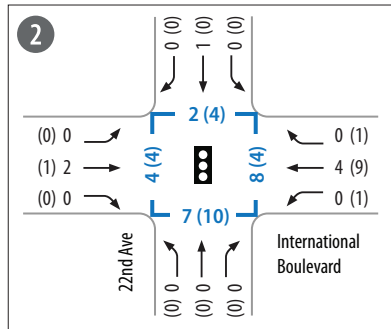
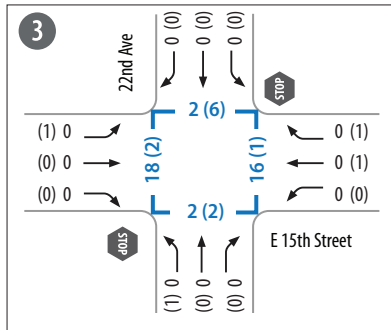
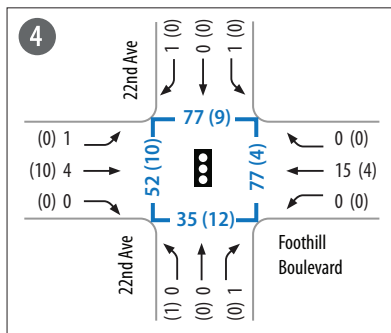


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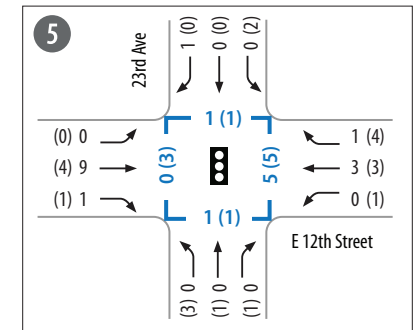
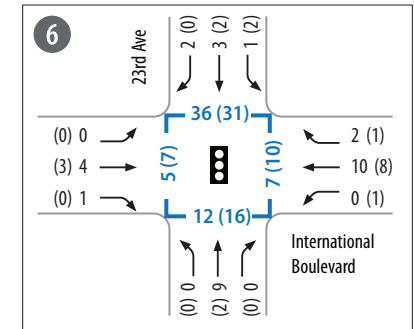
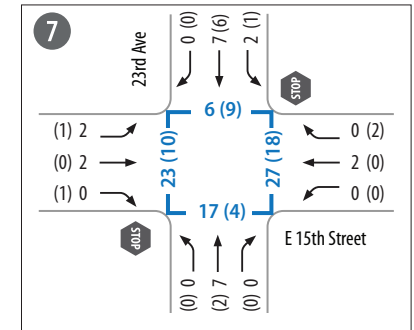
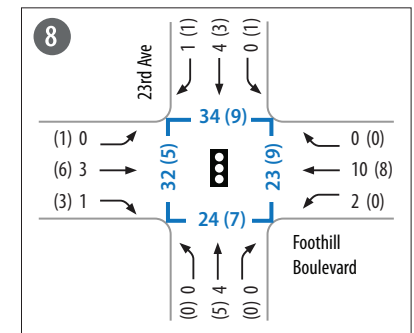


LEGEND: # AM (#) PM

Figure 3-2: Existing Peak Hour Vehicle Volumes AM & PM



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LEGEND
Pedestrian Volumes – # AM (#) PM
Bicycle Volumes – # AM (#) PM

Figure 3-3: Existing Peak Hour Pedestrian & Bicycle Volumes AM & PM

3.2 PROJECT TRIPS

3.2.1 TRIP GENERATION

Vehicle trips generated by the Project were estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th edition, which provides trip generation rates for a variety of land use types. The analysis applied rates for high schools as the primary land use associated with the Project (Land Use Code 525). Number of enrolled students is utilized as an independent variable that relates to the size of a school and is directly causal for the variation in trips generated. ITE trip generation rate and resulting trips account for all trips generated by the school, including trips made by students, staff, visitors, deliveries, and others (Table 3-2).

Table 3-2: Project Trip Generation Rates

	Daily	AM Peak Hour			PM Peak Hour		
ITE Land Use	Average Rate	Average Rate	Entering	Exiting	Average Rate	Entering	Exiting
High School (525)	1.94	0.51	68%	32%	0.32	32%	68%

Source: Institute of Transportation Engineers, *Trip Generation Manual*, 11th Edition, 2021.

Note: Independent variable for trip generation rates is Number of Students

The City of Oakland provides mode split adjustment factors in the TIRG for ITE trip generation rates to reflect the city's urban context and transportation access. These mode split adjustment factors are based on Census commute data for Alameda County that accounts for residential population density and proximity to major transit stops (Table 3-3).

Table 3-3: Project Trip Mode Split

	1453 23 rd Ave Oakland, CA 94606
Travel Mode	Percentage of Trips ¹
Motor Vehicle Trips	53.1%
Transit Trips	29.7%
Bicycle Trips	5.1%
Walk Trips	10.5%

Source: Oakland TIRG (2017) Table 2: Default City of Oakland Multimodal Trip Generation Adjustment Factors for locations < 0.5 mile from Major Transit Stop.

Note that the adjustment factors do not total to 100% due to a small percentage of "Other" trips.

The proposed BayTech location on 23rd Avenue is within a dense urban setting, and adjacent to frequent bus service, including the newly opened Bus Rapid Transit Line 1T. Based on the City's mode split adjustment factors for the Project site, it can be anticipated that vehicle trips will reduce by 47% to an estimated 53% of the total trips for this context. In practice, over 40 percent

of the student body has a sibling enrolled at BayTech, which naturally facilitates carpooling as a travel mode. Additionally, the project provides shuttle van service for student transport to campus. Because these factors reduce vehicle trips more than typical worker commute patterns, application of the City suggested mode split adjustment factors can be considered conservative with respect to trip generation.

Based on the BayTech enrollment cap of 350 students and overall daily trip generation rate of 1.94 trips per student, the Project would be estimated to generate 679 total trips per day. Applying the TIRG trip mode adjustment factor for vehicle trips (Table 3-3) would reduce vehicle trips by 318, resulting in 361 vehicle trips generated by the Project (Table 3-4). Of these, 95 vehicle trips would be expected to occur during the AM peak hour and 59 trips during PM peak hour.

Table 3-4: Project Vehicle Trip Generation

Land Use	Daily Trip Rate	AM Peak Hour Trip Rate			PM Peak Hour Trip Rate		
		Average Rate	% In	% Out	Average Rate	% In	% Out
High School (525) ¹	1.94	0.51	68%	32%	0.32	32%	68%
Proposed Project	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
		Total	In	Out	Total	In	Out
Gross Trip Generation	679	179	121	57	112	36	76
TIRG Vehicle Trip Reduction ² (47%)	(318)	(84)	(57)	(27)	(53)	(17)	(36)
Net Vehicle Trip Generation	361	95	64	30	59	19	40

Source: 1. Institute of Transportation Engineers, *Trip Generation Manual*, 11th Edition, 2021. 2. City of Oakland TIRG Mode Split Reduction Factors.

Note: Results based on independent variable value of 350 students. Trip generation results include all trips made by students, staff, visitors, deliveries, and others.

Similarly applying mode split adjustment factors (Table 3-3) would result in trips generated by mode during AM and PM peak hours (Table 3-5).

Table 3-5: Project Trip Generation by Mode

	Daily	AM Peak Hour			PM Peak Hour		
Mode	Trips	Trips	Entering	Exiting	Trips	Entering	Exiting
Motor Vehicle Trips	361	95	64	30	59	19	40
Transit Trips	202	53	36	17	33	11	23
Bicycle Trips	35	9	6	3	6	2	4
Walk Trips	71	19	13	6	12	4	8
Other	11	3	2	1	2	1	1
Project Generated Trips	679	179	121	57	112	36	76

Source: Parisi Transportation Consulting, 2022.

Table 3-5 indicates that of the 679 daily trips generated by the Project, 179 trips would take place during the AM peak hour, comprised of 95 vehicle trips, 53 transit trips, 35 bicycle trips, and 19 walk trips. PM peak hour trips generated by the Project would equal 112 trips total, including 59 vehicle trips, 33 transit trips, 6 bicycle trips, and 12 walk trips.

3.2.2 TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution was estimated from student and staff address data, existing traffic patterns measured on roadways in the study area, and with consideration for Project operational influences such as pick-up and drop-off approach patterns. Since the address data reflects existing student and staff population and not that of future years of enrollment and employment, the data are considered a conservative estimate of BayTech's geographical student distribution. With the proposed campus relocation and expansion up to the school enrollment cap of 350 students, it is likely the future years' students would likely come from neighborhoods closer to the new campus, and therefore shorter trips would be made to and from BayTech.

Vehicle trip distribution gateways were identified for the Project study area based on the most likely route from addresses to the Project site. Project-generated vehicle trip distribution to gateways is summarized in Table 3-6 and is displayed Figure 3.4.

Table 3-6: Trip Distribution Across Study Area Gateways

	Daily	AM Peak Hour			PM Peak Hour		
	Trips	Trips	Entering	Exiting	Trips	Entering	Exiting
All Project Motor Vehicle Trips	361	95	64	30	59	19	40
Study Area Gateway	Trip %	Trips	Entering	Exiting	Trips	Entering	Exiting
23 rd Ave Overpass south of E. 12 th St	56%	53	38	17	35	11	24
International Blvd west of 22 nd Ave	3%	3	2	1	2	1	1
Foothill Blvd west of 22 nd Ave	2%	2	1	1	1	0	1
23 rd Ave north of Foothill Blvd	16%	15	10	5	9	3	6
Foothill Blvd east of 23 rd Ave	18%	15	10	5	10	3	7
International Blvd east of 23 rd Ave	5%	4	3	1	2	1	1

Source: Parisi Transportation Consulting, 2022

Project vehicle trips for student loading and unloading would approach the school loading zone by traveling eastbound on East 15th Street from 22nd Avenue. Project-only vehicle turning movement volumes are provided in Figure 3.5.

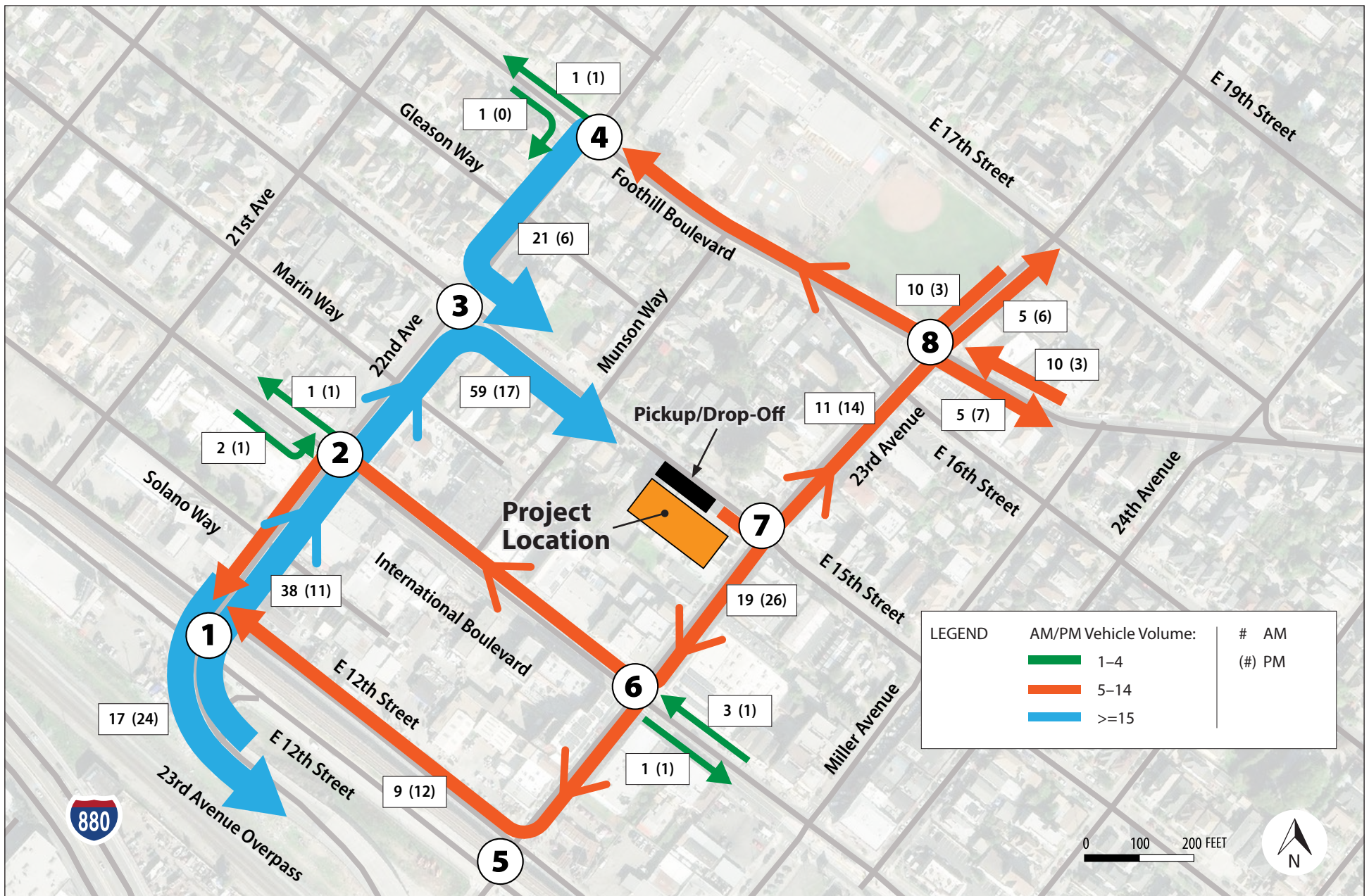
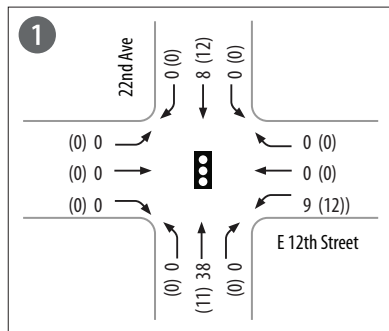
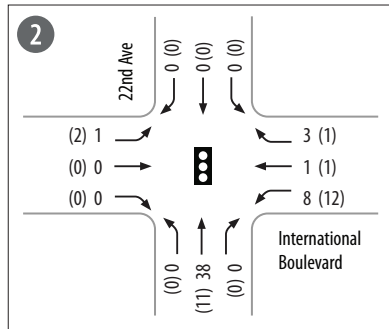
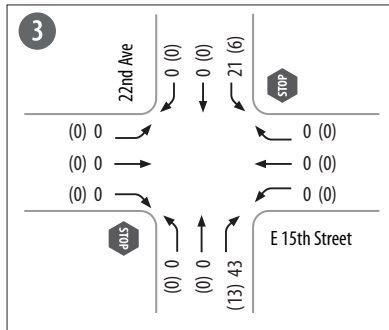
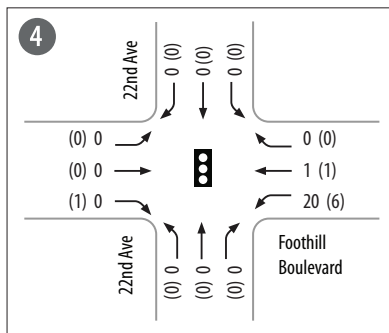
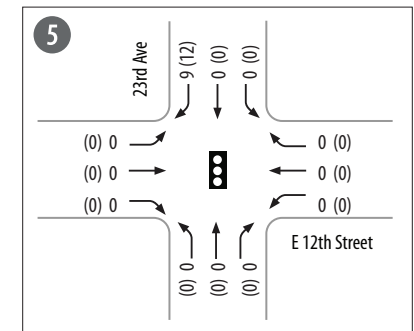
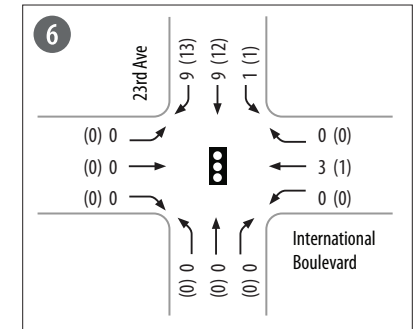
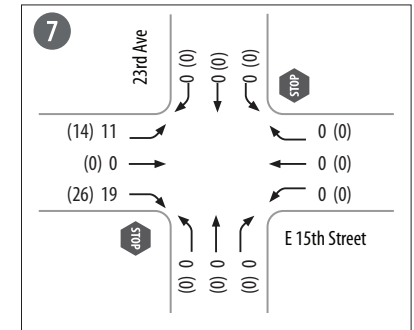
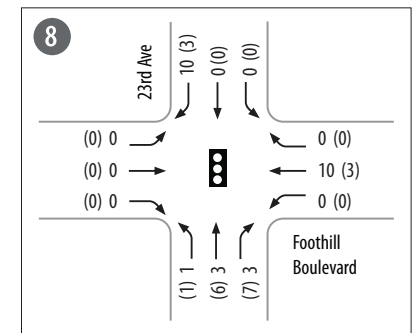


Figure 3.4: Project Only Vehicle Trip Distribution



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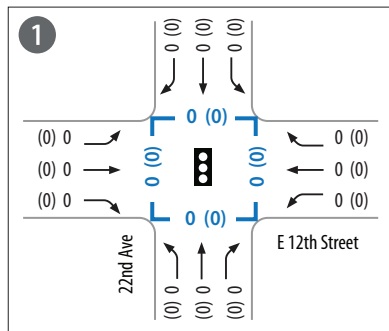
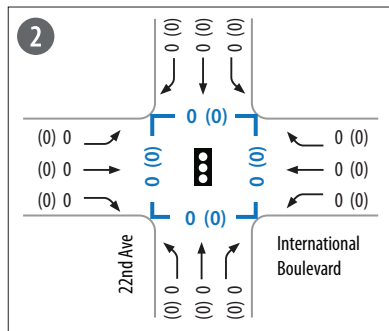
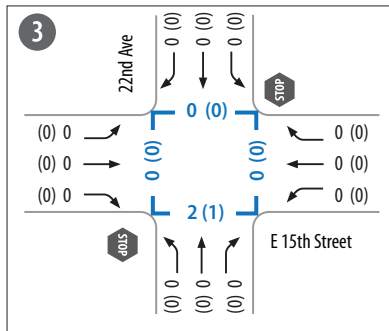
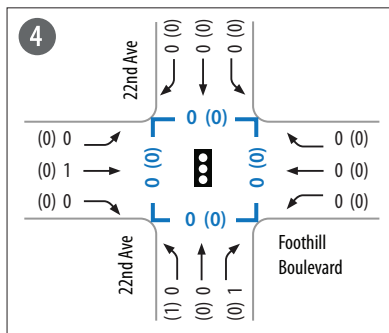
LEGEND: # AM (#) PM

Figure 3-5: Project Only Peak Hour Vehicle Volumes AM & PM

As shown in Table 3-5, it is estimated that during the AM peak hour the Project would generate nine bicycle trips, 53 transit trips, and 19 walking trips. During the PM peak hour, the Project would generate six bicycle trips, 33 transit trips, and 12 walking trips. Project-generated bicycle and pedestrian trip distribution volumes are derived following the same vehicle gateway methodology following appropriate bicycle and pedestrian network connections.

For transit trips, current address data was utilized to assign trips to either the 1T BRT or 40 Lines, as these routes are high frequency and would most directly service student and staff residences. Students making transit trips would be assumed to contribute to the Project-only pedestrian trips to and from the nearest bus stop. The estimated resulting Project-only pedestrian and bicycle volumes are provided in Figure 3.6.

Project-only turning volumes were added with existing volumes to characterize future conditions including Project generated trips. Existing plus Project turning movement volumes for vehicles are displayed in Figure 3.7, and for pedestrians and bicycles in Figure 3.8.



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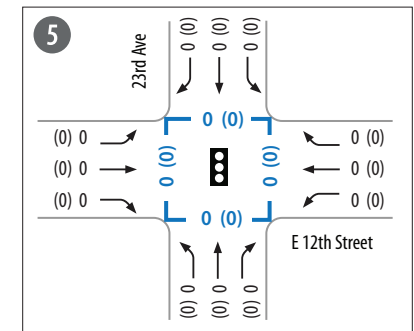
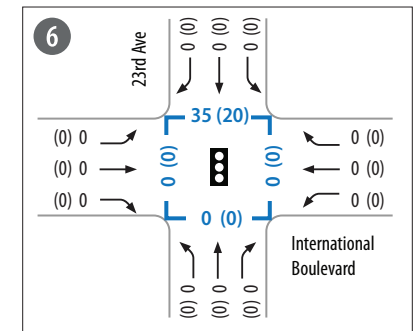
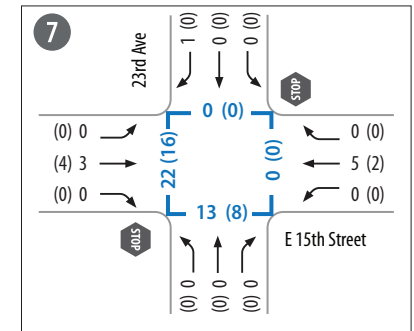
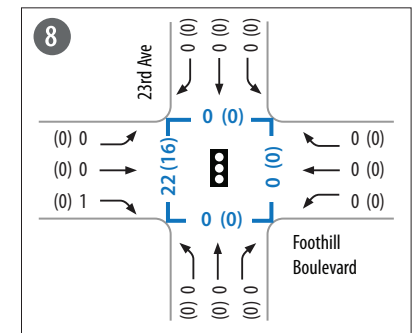
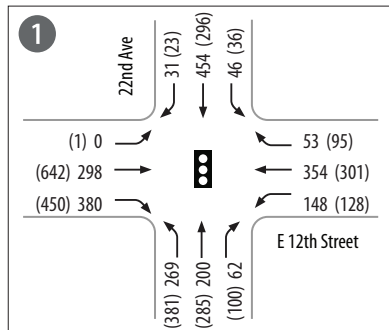
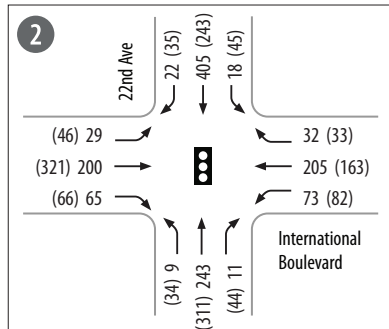
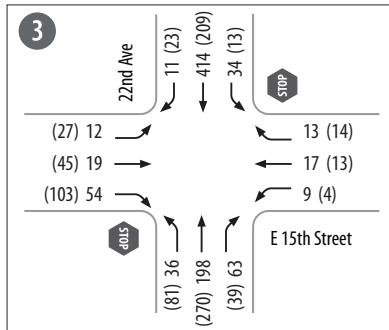
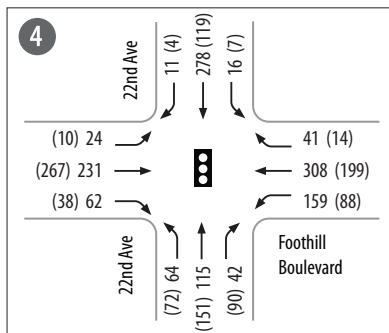
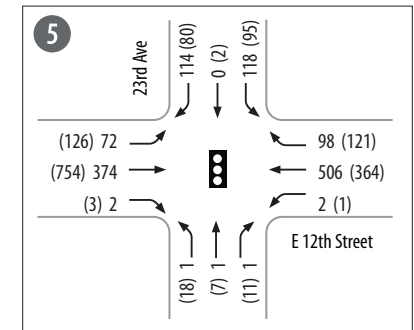
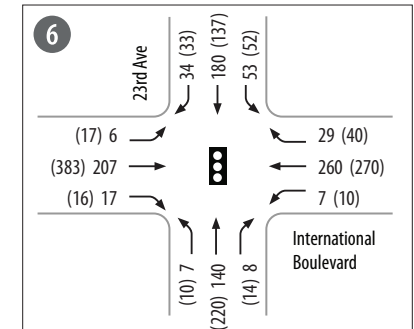
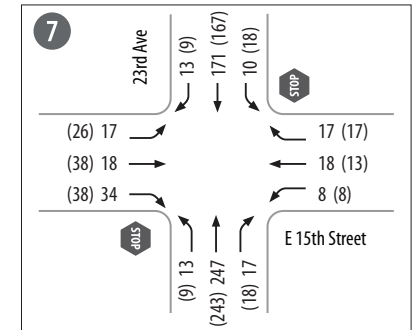
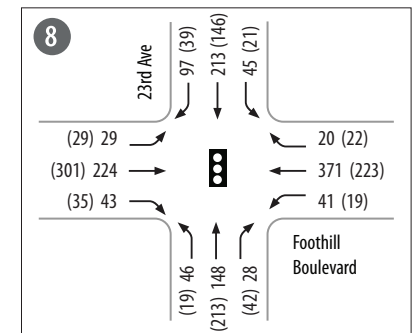


Figure 3-6: Project Only Pedestrian & Bicycle Volumes AM & PM

LEGEND
Pedestrian Volumes – # AM (#) PM
Bicycle Volumes – # AM (#) PM

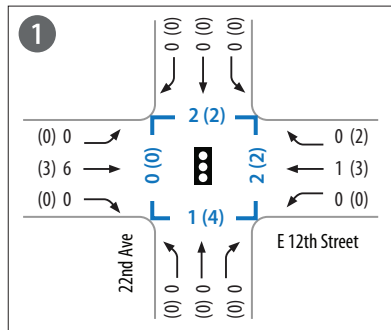
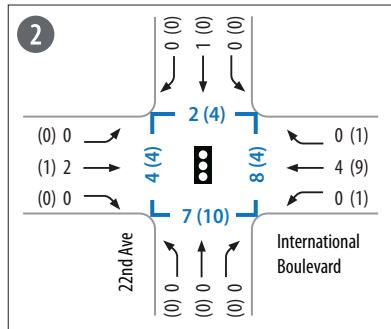
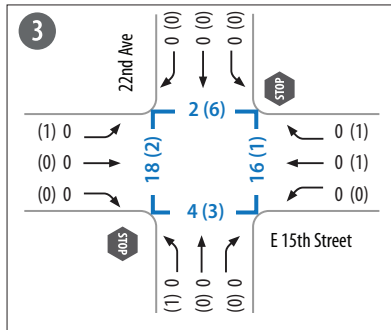
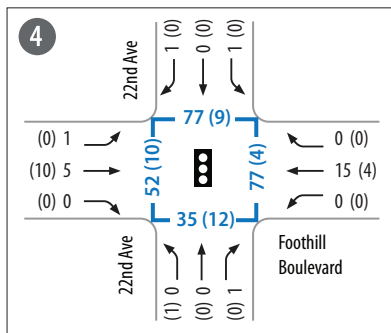


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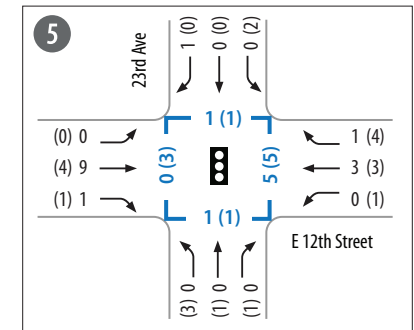
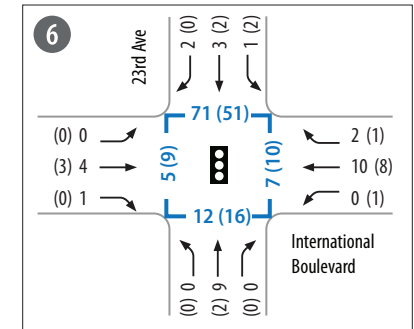
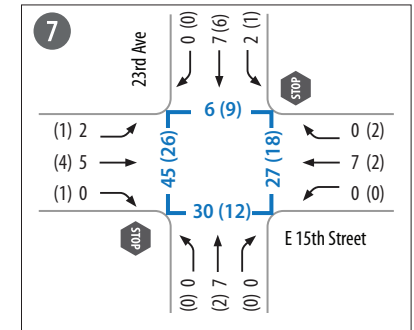
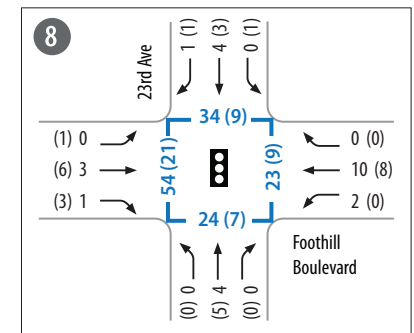


LEGEND: # AM (#) PM

Figure 3-7: Existing Plus Project Peak Hour Vehicle Volumes AM & PM



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LEGEND
Pedestrian Volumes – # AM (#) PM
Bicycle Volumes – # AM (#) PM

Figure 3-8: Existing Plus Project Peak Hour Pedestrian & Bicycle Volumes AM & PM

3.3 INTERSECTION OPERATIONAL ANALYSIS

Intersection operations analysis was performed for the eight intersections in the study area following the approach from the *Highway Capacity Manual, 6th Edition*.⁷ Level of Service (LOS) was determined for four scenarios: “Existing” conditions and “Existing plus Project” conditions were analyzed for both weekday AM and PM peak hour traffic volumes. Analysis was conducted using Synchro 11 software based on physical roadway network infrastructure and signal timing cards provided by the City of Oakland and employed assumptions from Section 7.2 of the TIRG in order to furnish comparable results with other City intersection operation analyses.

Table 3-7: Intersection Level of Service Definitions

Level of Service	Description of Intersection Traffic Conditions	Average Delay (seconds per vehicle)	
		Signalized Intersection	TWSC
A	LOS A represents free-flow travel with excellent levels of comfort and convenience and the freedom to maneuver.	≤10	0 – 10
B	LOS B has stable operating conditions, but the presence of other road users causes a noticeable, though slight, reduction in comfort, convenience, and maneuvering freedom.	>10 – 20	>10 – 15
C	LOS C has stable operating conditions, but the operation of individual users is substantially affected by the interaction with others in the traffic stream.	>20 – 35	>15 – 25
D	LOS D represents high-density, but stable flow. Users experience severe restriction in speed and freedom to maneuver, with poor levels of comfort and convenience.	>35 – 55	>25 – 35
E	LOS E represents operating conditions at or near capacity. Speeds are reduced to a low but relatively uniform value. Freedom to maneuver is difficult with users experiencing frustration and poor comfort and convenience. Unstable operation is frequent, and minor disturbances in traffic flow can cause breakdown conditions.	>55 – 80	>35 – 50
F	LOS F is used to define forced or breakdown conditions. This condition exists wherever the volume of traffic exceeds the capacity of the roadway. Long queues can form behind these bottleneck points with queued traffic traveling in a stop-and go fashion.	>80	>50

Source: Highway Capacity Manual, 6th Edition, 2016. Note: TWSC = Two-way stop-controlled.

⁷ Transportation Research Board, *Highway Capacity Manual, 6th Edition: A Guide for Multimodal Mobility Analysis*, 2016.

LOS is a qualitative measurement that describes operating conditions and service measures experienced by vehicle roadway users. Intersection LOS is based on a weighted average vehicle stop delay at an intersection. LOS descriptions are included in Table 3-7 for signalized and two-way stop-controlled intersections, which are found in the study area.

3.3.1 EXISTING CONDITIONS

Oakland determines intersection LOS based on average peak hour conditions. Synchro intersection operations analysis yields intersection LOS results for the “Existing” conditions scenario (Table 3-8 and Table 3-9). The results indicate that signalized intersections in the study area operate at LOS B or C during both AM and PM peak periods, while the two unsignalized intersections operate at LOS B during both AM and PM peak periods. Appendix B and Appendix C include detailed Synchro input and output files for “Existing” AM and PM conditions, respectively.

3.3.2 EXISTING PLUS PROJECT CONDITIONS

Existing plus Project volumes were input into the Synchro model to determine intersection LOS results for the “Existing plus Project” conditions (Table 3-8 and Table 3-9).

Table 3-8: Existing and Existing Plus Project Intersection Level of Service – AM Peak Hour

Intersection				Existing AM		Existing Plus Project AM	
#	Road 1	Road 2	Control	Delay (seconds)	Level of Service	Delay (seconds)	Level of Service
1	22 nd Ave	E. 12 th St	Signal	25.0	C	25.1	C
2	22 nd Ave	International Blvd	Signal	28.5	C	28.9	C
3	22 nd Ave	E. 15 th St	TWSC	14.8	B	16.0	C
4	22 nd Ave	Foothill Blvd	Signal	12.5	B	12.5	B
5	23 rd Ave	E. 12 th St	Signal	12.9	B	13.2	B
6	23 rd Ave	International Blvd	Signal	20.9	C	20.9	C
7	23 rd Ave	E. 15 th St	TWSC	12.9	B	13.2	B
8	23 rd Ave	Foothill Blvd	Signal	12.3	B	12.5	B

Source: Parisi Transportation Consulting, 2022. Note: TWSC = Two-way stop-controlled. Values displayed for TWSC intersections reflect the worst minor street approach delay and resulting LOS.

Table 3-9: Existing and Existing Plus Project Intersection Level of Service – PM Peak Hour

Intersection				Existing PM		Existing Plus Project PM	
#	Road 1	Road 2	Control	Delay (seconds)	Level of Service	Delay (seconds)	Level of Service
1	22 nd Ave	E. 12 th St	Signal	23.3	C	23.6	C
2	22 nd Ave	International Blvd	Signal	27.5	C	27.7	C
3	22 nd Ave	E. 15 th St	TWSC	14.6	B	15.0	C
4	22 nd Ave	Foothill Blvd	Signal	12.6	B	12.6	B
5	23 rd Ave	E. 12 th St	Signal	11.1	B	11.5	B
6	23 rd Ave	International Blvd	Signal	16.1	B	16.5	B
7	23 rd Ave	E. 15 th St	TWSC	13.2	B	13.8	B
8	23 rd Ave	Foothill Blvd	Signal	11.4	B	11.4	B

Source: Parisi Transportation Consulting, 2022. Note: TWSC = Two-way stop-controlled. Values displayed for TWSC intersections reflect the worst minor street approach delay and resulting LOS.

In general, the results show that AM and PM peak hour intersection delays would incur a slight increase of less than one-half second across the study area, with the only exceptions at the two-way stop-controlled intersections. At the intersection with 22nd Avenue, the westbound approach delay on East 15th Street would increase from 14.8 to 16.0 seconds in the AM peak hour, and at 23rd Ave, the eastbound approach delay on East 15th Street would increase by 0.6 seconds in the PM peak hour. As all intersections would be projected to operate at LOS C or better, no alterations or improvements are recommended to lane configurations or the street network as a result of the intersection operations analysis.

Appendix D and Appendix E include detailed inputs and outputs from Synchro for "Existing Plus Project" AM and PM conditions, respectively.

3.4 CONGESTION MANAGEMENT PROGRAM

Alameda County Transportation Commission (Alameda CTC) is the congestion management agency for Alameda County and develops and updates its mandated short-range Congestion Management Program (CMP).⁸ The City of Oakland's TIRG requires a CMP analysis if a project generates over 100 PM peak hour vehicle trips on a roadway segment designated as part of the designated CMP network. In context of this Project, relevant roadways under the CMP include International Boulevard and Foothill Boulevard.

The Project would be estimated to generate 59 PM peak hour vehicle trips (Table 3-4), which is less than the threshold of 100 PM peak hour vehicle trips. Therefore, the Project would not cause

⁸ Alameda County Transportation Commission, 2021 *Congestion Management Program*. Issued October 2021.

a substantial effect on a CMP network roadway segment and a CMP analysis is not required for this Project.

3.5 SITE ANALYSIS

Multimodal transportation needs and appropriate provisions were analyzed based on typical student arrival and departure volume according to the information received from the Project, as summarized in Table 3-10.⁹

Table 3-10: Anticipated Student Arrival and Departure Times

Event	Student arrival or departure	Time	Number of Students
Middle School Start	Arrival	8:15 AM	160
High School Start	Arrival	8:30 AM	190
Middle School End	Departure	2:25 PM	50
High School End	Departure	3:30 PM	105
Tutoring/Clubs/Sports Release	Departure	5:00 PM	95
After School Program Release	Departure	6:00 PM	100

Source: Bay Area Technical School

The Project would have staggered start times for middle school and high school classes (8:15 AM and 8:30 AM, respectively), to allow for morning drop-off trips to spread across a wider timespan and to reduce peak drop-off demand intensity. The after-school programs would have a similar effect of dispersed dismissal time for student departure from campus.

3.5.1 VEHICLE ACCESS AND CIRCULATION

All vehicle drop-off and pick-up would be routed from the 22nd Avenue / East 15th Street intersection onto eastbound East 15th Street. The Project would have approximately 200 feet of curb frontage on East 15th Street designated as a loading zone. The East 5th Street block between 22nd and 23rd avenues is approximately 650 feet long with residential uses west of the Project site.

The designated loading zone would be able to accommodate roughly eight vehicles at a time during student drop-off and pick-up, and the overall block would be able to accommodate 26 queued vehicles, which is a quarter of the AM drop-off trip demand and nearly half the PM pick-up demand (95 vehicle trips in the AM peak hour and 59 vehicle trips in the PM peak hour). Staggered start and end times for middle and high school students would serve to lessen the vehicle demand posed during the pick-up and drop-off period.

⁹ It is noted that Wednesday schedules for both middle and high school involve an early release for those not involved in after-school programming.

Intersection operational analysis results listed in Table 3-8 and Table 3-9 indicate that minor street approach delays on East 15th Street at the intersection at 23rd Avenue would be between 13 to 14 seconds per vehicle during the AM and PM peak hour periods. This represents the maximum drop-off and pick-up clearing rate for the designated loading zone.

Queueing analysis was performed, applying conservative assumptions for loading efficiency and stacked vehicle arrivals during narrowed high demand morning and afternoon drop-off and pick-up periods. These results indicate that total queue lengths of 275 feet in the morning and 325 feet in the afternoon are predicted to form. This translates into queues of three to five vehicles longer than the loading zone and would not impact traffic operations at the intersection of East 15th Street and Munson Way. These queues would persist for four minutes in the morning and seven minutes in the afternoon and would cause only minor impact to normal traffic operations on East 15th Street.

Improvement Measure TR-1 is identified to achieve a functional, safe, and efficient drop-off and pick-up.

Improvement Measure TR-1: Develop and Implement Drop-Off and Pick-Up Procedures

To minimize potential disturbance impacting surrounding roadways and to maintain safe and effective operations, the Project shall develop and implement drop-off and pick-up procedures to be reviewed and approved by City staff prior to school opening. These procedures would address typical school day, minimum school day, and special event scenarios. These procedures should include:

- Provide clearly marked white curb and signage to designate a drop-off and pick-up zone on the 200 feet of school frontage on the south side of East 15th Street directly adjacent to the Project site.
- Require drivers to pull up to the front of the designated area and to not leave the vehicle while conducting drop-off or pick-up.
- Prohibit double parking and waiting in the travel lanes on East 15th Street. Prohibit student loading on 23rd Avenue.
- Implement an arrival and departure assistant program that allows for students or staff to serve as valets and actively manage and enforce proper loading and unloading procedures. Assistants can also encourage appropriate driving behavior and ensure pedestrian and cyclist safety at the intersection.
- Communicate drop-off and pick-up procedures to staff, students, and parents using welcome packets, school announcements, and newsletters.

The Project would not otherwise modify the surrounding roadway network and would not affect circulation for bikes, pedestrians, trucks, transit vehicles or emergency access.

3.5.2 OFF-STREET VEHICLE PARKING

Oakland does not include a specific parking requirement for high schools, but rather indicates that the number of parking spaces be determined by the Director of City Planning pursuant to Section 17.116.040, based on traffic generation, amount and frequency of loading operations, and other factors.¹⁰ The Project site includes a parking lot for staff across East 15th Street with parking for 18 vehicles and one ADA accessible space. The parking lot capacity increases to 22 vehicles and one ADA accessible space with valet service.

The Project would have 40 staff for whom parking would be provided; students would not be provided on-site parking. Based on the mode split assumptions from the TIRG, only 53.1% of school trips are expected to be made by motor vehicles (Table 3-3). Assuming the same mode split is applied to staff commute trips and parking demand, the total number of parking spaces needed for staff parking is 21 spaces, which can be accommodated by the planned parking lot capacity of 22 spaces.

Improvement Measure TR-2 is identified to manage off-site parking demand and implement effective use of off-site parking.

Improvement Measure TR-2: Off-Site Parking

The Project sponsor shall install signs outside the off-street parking lot indicating its reserved use for the school. Within the parking lot, the Project sponsor shall install signs indicating reserved parking for school staff.

3.5.3 ON-STREET VEHICLE PARKING AND LOADING

On-street parking supply and demand analysis was conducted along seven street blocks in the study area within 0.15-mile walking distance from the Project site (Figure 3.9). Parking observations were conducted on Thursday, August 18, 2022, during which inventory of existing spaces and occupancy counts were collected hourly over a twelve-hour period from 7:30 AM to 7:30 PM.

¹⁰ City of Oakland Municipal Code, §17.116.070.

https://library.municode.com/ca/oakland/codes/planning_code?nodeId=TIT17PL_CH17.116OREPALORE. Accessed Aug 15, 2022.



Figure 3.9: Parking Supply and Occupancy Data Collection Locations

On-street parking spaces are generally unmetered on East 15th Street, metered on International Boulevard, and spaces on 23rd Avenue are metered only in near proximity to International Boulevard. There are several loading zone spaces on the relevant blocks, however, as these spaces are not available for Project use, they were not included in the analysis. International Boulevard has frequent parking restrictions for street cleaning from 3 AM – 6 AM, while East 15th Street and 23rd Avenue have restrictions for street cleaning during school hours twice monthly.

Overall parking supply and occupancy data collected by time of day for each block is summarized in Table 3-11. On average during the data collection period, 120 of the 146 (82%) available on-street parking spaces were in use. The observed occupancy rate correlates highly with the provision of parking meters; the three metered blocks assessed (International Boulevard and 23rd Avenue between International Boulevard and East 15th Street) each have average daily occupancies at 70% or lower, while the non-metered blocks have occupancy rates at 89% or higher.

Table 3-11: Parking Occupancy Daily Average Observation Results

No.	Street Block	Metered or Non-metered	Parking Supply	Average Vehicles Parked	Average Occupancy Rate
1	International Blvd – 22 nd Ave to 23 rd Ave	Metered	12	5	44%
2	International Blvd – 23 rd Ave to Miller Ave	Metered	17	10	61%
3	E. 15 th St – 22 nd Ave to 23 rd Ave	Non-metered	41	36	89%
4	E. 15 th St – 23 rd Ave to Miller Ave	Non-metered	21	20	97%
5	23 rd Ave – E. 12 th St to International Blvd	Non-metered ¹¹	20	18	92%
6	23 rd Ave – International Blvd to E. 15 th St	Metered	16	11	70%
7	23 rd Ave – E. 15 th St to Foothill Blvd	Non-metered	19	18	94%
		Total	146	120	82%

Source: Parisi Transportation Consulting, 2022

Figure 3.10 displays the overall occupancy rate over the course of the day for all blocks assessed. Higher rates of overall occupancy are exhibited in the evenings, with 96% of spaces in use at 6:30 PM. The time of day with the lowest observed overall occupancy rate of 71% was at

¹¹ The section of 23rd Avenue between East 12th Street and International Boulevard is predominately non-metered, containing 18 non-metered on-street parking spaces and 2 metered spaces.

8:30 AM. For the hours encompassing a typical school day from 8:15 AM – 3:30 PM, parking occupancy rates are between 70% – 85% in the vicinity.

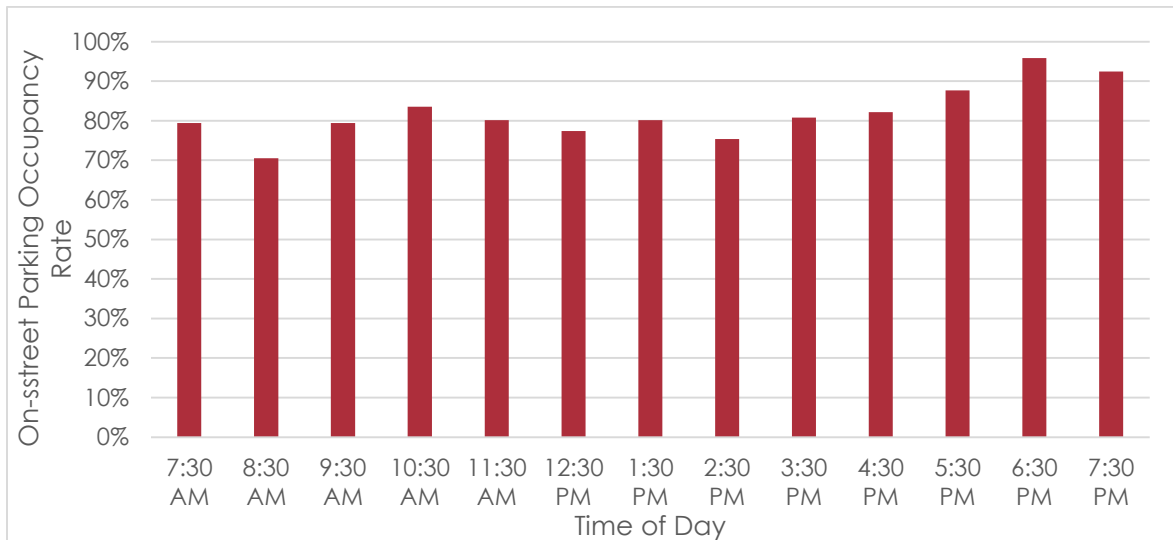


Figure 3.10: On-Street Parking Occupancy Rate by Time of Day

Source: Parisi Transportation Consulting, 2022

Eighty-five percent (85%) parking occupancy is typically considered the optimal level of parking occupancy that results in approximately one vacant space per block face.¹² Given that all blocks in the study area average 82% parking occupancy throughout the day, it should be assumed that the Project sponsor should not rely on available on-street parking spaces to service school visitors or deliveries.

Improvement Measure TR-3 is identified to achieve functional, safe, and efficient drop-off and pick-up as well as ensure availability of visitor parking. This measure would result in a reduction of approximately nine publicly available parking spaces, which would increase the average occupancy of the study area to 84%.

Improvement Measure TR-3: On-Street Parking and Loading

The Project sponsor shall work with the City of Oakland to designate the 200 feet of school frontage on the south side of East 15th Street directly adjacent to the Project site as a white curb loading zone. The Project sponsor shall install signs indicating:

- “No Parking Student Loading Only” zones during the morning drop-off and afternoon pick-up period, and
- “Short-term school visitor parking and deliveries only” zones outside non-student loading hours.

¹² Shoup, D.C. (2005). The High Cost of Free-Parking. APA Planners Press, Chicago

3.5.4 SPECIAL EVENTS PARKING

The Project provided a list of special events that would typically take place outside of typical school hours; their associated frequencies, attendees, and time of day (Table 3-12). During special events, visitor parking would be allowed on the recreation yard to the rear of the building. The recreation yard could accommodate 19 vehicles without valet and 28 vehicles with valet. The existing staff parking lot across East 15th Street can accommodate 22 parking spaces with valet. The total off-street parking capacity for events would total 54 parking spaces.

Assuming a 53.1% vehicle mode share consistent with the TIRG and an average occupancy of two people (one student and one parent) per vehicle, the estimated parking demand for each event is presented in Table 3-12.

Table 3-12: Project Special Event Schedule

Event	Frequency	Number of Attendees	Day of Week	Time	Est. Parking Demand
Community Day	Yearly	150	Friday	9 AM-3 PM	40
Field Day	Yearly	200	Friday	9 AM-2 PM	53
Science Fair	Twice Yearly	250	Saturday	12 PM-4 PM	66
Back to School Night	Yearly	150	Weekday	5 PM-6 PM	40
Summer Orientation	Yearly	75	Weekday	3PM-4 PM or 4 PM-5 PM	20
Graduation	Yearly	100	Friday or Saturday	11 AM-12 PM or 4 PM-5PM	26

Source: Bay Area Technical School, Parisi Transportation Consulting, 2022.

Based on the parking occupancy analysis and proposed on-site parking plan, special events with more than 200 attendees would be expected to generate parking demand in excess of the parking supply provided on site. A parking management measure, Improvement Measure TR-4, is proposed to minimize potential for adverse effects related to event parking demand.

Improvement Measure TR-4: Implement Special Event Parking Management Strategies

For all special events with more than 200 attendees, the Project sponsor shall implement a parking management plan with the following strategies:

- Provide a special event trip reduction newsletter to clearly communicate special event travel options that include carpooling, taking transit, walking, and biking, special carpool parking, and off-site parking options.
- Reserve on-site parking for vehicles with four or more occupants to encourage carpooling.

- Direct households that are driving to park two or more blocks away from the Project to reduce instances of cruising for parking at the school frontage.
- Integrate group bicycle rides to campus and other programmatic content as part of special events.

3.5.5 TRANSIT STOPS

The Project site is within a five-minute walk of three bus routes served by AC Transit. The Project is forecast to generate 202 daily transit trips, including 53 trips in AM peak hour and 33 trips in PM peak hour (Table 3-5). According to home addresses of existing students and staff, the majority of transit access to the Project would be serviced by the 1T BRT and 40 lines. As both routes offer service frequencies at 10-minute intervals, buses would be expected to accommodate the increased ridership of approximately three to five riders per bus. To expand access to bus services, the Project plans to offer transit subsidies to 100 students according to need as part of its Transportation Demand Management (TDM) Plan.

Per Oakland Standard Conditions of Approval #78, the project sponsor must prepare a TDM Plan that includes the following transit-related measures (Section 4):

- The project sponsor shall work with the City and AC Transit to identify the feasibility of installing bus shelters for the following bus stops:
 - Stop 51284, Route 62: 23rd Ave northbound at International Blvd.
 - Stop 57505, Route 62: 23rd Ave southbound at International Blvd.
 - Stop 54554, Route 62: 23rd Ave northbound at 16th St.
 - Stop 54448, Route 40: Foothill Blvd eastbound at 23rd Ave.

If these stops have 25 or more passenger boardings per day and construction of the bus shelters is feasible, the Project sponsor shall contribute its fair share cost responsibility for bus shelters.

- The Project sponsor shall work with AC Transit and the City to determine if the near side bus stop should be relocated to the far side on the following stops:
 - Stop 57505, Route 62: 23rd Ave southbound approach to International Blvd.
 - Stop 54554, Route 62: 23rd Ave northbound approach to 16th St / Foothill Blvd.
 - Stop 54448, Route 40: Foothill Blvd eastbound approach to 23rd Ave.

If the transit stop improvements are found to be feasible, then the Project sponsor shall contribute its fair share cost responsibility toward the transit improvements.

3.5.6 PEDESTRIAN ACCESS AND CIRCULATION

Pedestrian facilities near the Project site include continuous sidewalks on all study area streets and marked crosswalks and ADA-compliant curb ramps at most intersections, except at 22nd Avenue and East 15th Street. The unsignalized intersection of 23rd Avenue and East 15th Street adjacent to the Project entrance has been recently upgraded with decorative crosswalks, curb extensions and curb ramps installed on all four corners. Pedestrian crossings with pedestrian signal heads are provided at all signalized intersections near the Project site. There exist accessible pedestrian signals at five out of six study area signalized intersections, the exception being 22nd Avenue and Foothill Boulevard.

22nd Avenue and East 15th Street

The intersection of 22nd Avenue and East 15th Street is located one block west of the Project site and is the proposed primary vehicle access point for student loading. The intersection has several existing deficiencies: the crosswalks are unmarked and lack warning signs, the curb ramps at all four corners do not have detectable warning surfaces (truncated domes), and the southwest corner curb ramp does not include a level landing. This intersection rests at the top of a crest vertical curve that impedes sight lines between pedestrians and northbound drivers on 22nd Avenue.

22nd Avenue and East 15th Street is noted for improvement in the Oakland Pedestrian Master Plan. Improvement Measure TR-5 reflects the identified action for East 15th Street from the Oakland Pedestrian Master Plan.

Improvement Measure TR-5: Pedestrian Safety Enhancements to East 15th Street

The Project shall construct improvements at the East side crosswalk of the intersection of 22nd Avenue and East 15th Street including the northeast and southeast corners, consistent with the Oakland Pedestrian Master Plan, subject to review by the City of Oakland Department of Transportation as part of the City's Off Site Infrastructure (PX) Permit process. These improvements include::

- Upgrade non-ADA compliant curb at the northeast and southeast corners of the intersection to be ADA compliant and install a high-visibility yellow school crosswalk on the east crosswalk
- Add edge line markings on East 15th Street for street narrowing and parking definition. Restrict on-street parking within 20 feet of intersection and marked crosswalks
- Install pedestrian safety zones extending from the curb at the northeast and southeast corners. The purpose of these painted bulb-outs is to reduce the speed

of turning vehicles and reduce the pedestrian exposure to vehicle traffic while crossing East 15th Street.

- Install Intersection hardening treatments consisting of low-profile wheel stops and flexible vertical delineators on the center double yellow line on 22nd Avenue approaching East 15th Street from the north and south, similar to those one block to the north at 22nd Avenue and Foothill Boulevard

Transit Stop Access

The Project would be estimated to generate 202 daily transit trips that would contribute to pedestrian traffic in the Project area. Table 3-13 lists nearby transit stops and distances along sidewalk from the Project site. Sidewalks from transit stops to the Project site and bus boarding areas are in fair condition with sufficient lighting levels. Based on current levels of pedestrian activity in the study area, walking activity to and from the Project site would not have an adverse impact on surrounding pedestrian facilities.

Table 3-13: Transit Stop Distance to Project

AC Transit Line	Bus Direction	Transit Stop Location	Distance to Project
1T	Westbound	International Blvd and 24 th Avenue (center boarding)	800 feet
	Eastbound		
40	Westbound	Foothill Blvd (northside), west of 23 rd Ave	540 feet
	Eastbound	Foothill Blvd (southside), west of 23 rd Ave	450 feet
62	Northbound	23 rd Avenue (eastside), north of International	310 feet
	Southbound	23 rd Avenue (westside), north of International	250 feet

Source: AC Transit, Parisi Transportation Consulting, 2022.

The walking route from the Project to the BRT station at 24th Avenue and International Boulevard includes several signalized pedestrian crossings: International Boulevard at 23rd Avenue (north crosswalk) and International Boulevard at Miller Avenue (north and east crosswalks). The traffic signals at these locations are programmed to facilitate BRT through travel; however, the parallel walk phases for crosswalks on International Avenue are not programmed to remain in the Walk phase while the International Avenue vehicle phase is green. Likewise, the crossing from the BRT platform to the sidewalk is subject to a long wait between Walk phases for a relatively short crossing.

Improvement Measure TR-6 addresses the signalized phase timing of these intersections.

Improvement Measure TR-6: Optimize Signal Timing for Pedestrians on International Boulevard between 23rd Avenue and the BRT stop at 24th Avenue

The Project sponsor shall update signal timing cards as needed to optimize the pedestrian Walk phase timing when parallel traffic on International Boulevard has the green phase; this may be achieved by setting phases to 'rest in walk', lengthening the pedestrian walk phase, increasing the Walk phase frequency by shortening the signal cycle (to and from the BRT platform), or by other means at the following crossings:

- 23rd Avenue at International Boulevard (north crosswalk)
- 24th Avenue at International Boulevard (north and east crosswalks)

3.5.7 BICYCLE ACCESS, CIRCULATION, AND PARKING

Bicycle facilities exist in the Project vicinity, and more are proposed in the City Bicycle Master Plan (BMP), although none of the roads fronting the Project site are designated existing or future bike routes (Figure 2.2).

The Oakland Municipal Code and City Standard Conditions of Approval (SCA) 76 requires both long-term and short-term bicycle parking for public and private schools be provided at the following levels:¹³

- Short-term bicycle parking: 1 space per each 20 students of planned capacity.¹⁴
- Long-term bicycle parking: 1 space for each 10 employees plus 1 space for each 20 students of planned capacity.¹⁵

BayTech would have a maximum enrollment of 350 students and would employ up to 40 staff. This would result in a requirement for 22 long-term bicycle parking spaces and 18 short-term bicycle parking spaces. The Project would install at least two short-term spaces in the front of the building on 23rd Avenue to accommodate visitors, with the remainder being located behind the building in the multi-purpose access area, which would provide better student access and long-term security throughout the day.

¹³ City of Oakland Municipal Code, §17.117.100. This chapter can be referred to for detailed description of design standards. https://library.municode.com/ca/oakland/codes/planning_code?nodeId=TIT17PL_CH17.117BIPARE. Accessed Aug 15, 2022.

¹⁴ Short-term bicycle parking shall consist of a bicycle rack or racks and is meant to accommodate visitors, customers, messengers, and others expected to park not more than two hours. For remodel projects, short-term bicycle parking requirements apply to projects that are over 10,000 square feet and have an estimated construction cost of greater than \$250,000 (2009 value).

¹⁵ Each long-term bicycle parking space shall consist of a locker or locked enclosure providing protection for each bicycle from theft, vandalism, and weather. Long-term bicycle parking is meant to accommodate employees, students, residents, commuters, and others expected to park more than two hours. For remodel projects, long-term bicycle parking requirements apply to projects that are over 10,000 square feet and have an estimated construction cost of greater than \$1,000,000 (2009 value).

Improvement Measure TR-7: Install Sufficient On-Site Bicycle Parking

The Project shall install a minimum of 22 long-term and 18 short-term bicycle parking spaces in accordance with the City Municipal Code §17.117.100.

3.6 CRASH HISTORY ANALYSIS

The City of Oakland Pedestrian Master Plan, *Oakland Walks!*¹⁶, designates the following high injury network corridors and intersections in the proposed Project vicinity:

- East 15th Street between 21st and 26th Avenues.
- International Boulevard between 16th and 28th Avenues.
- Intersection of International Boulevard and 21st Avenue.

Of the eight study intersections associated with the Project transportation analysis, four are located within the designated high injury network corridors. Collision analysis was performed for the eight study intersections for the recent five-year period between January 1, 2016, and December 31, 2020, using the crash records from the Statewide Integrated Traffic Records System (SWITRS).¹⁷ Full raw data tables from SWITRS are provided in Appendix F.

Crash data was grouped by intersection and year, and analyzed according to severity, parties involved, impact type, and primary collision factor. Overall, 240 crashes occurred at the eight study intersections in the 5-year period, or an average of 48 crashes per year. Data analysis did not result in a distinct crash relationship or intersection shortfall that the Project should account for as part of Project plans.

Crashes broken down by study intersection, severity and pedestrian or bicycle-involvement are displayed in Table 3-14. During the period assessed, no fatal crashes occurred, and four crashes occurred that resulted in severe injury. Approximately half of all crashes resulted in some form of injury. Most crashes occurred at the signalized intersections in the study area involving Foothill Blvd, International Blvd, and East 12th St. The two unsignalized intersections of East 15th Street with 22nd Avenue and 23rd Avenue accounted for 28 crashes, or 12 percent of the total.

Of the 240 crashes, 16 involved pedestrians and six involved bicycles.

¹⁶ City of Oakland Department of Transportation, *Oakland Walks!* Issued 2017.

¹⁷ California Highway Patrol Statewide Integrated Traffic Records System.
<https://iswitrs.chp.ca.gov/Reports/jsp/index.jsp>. Accessed Aug 4, 2022.

Table 3-14: Total Crashes by Intersection and Severity (2016-2020)

#	Road 1	Road 2	Control	Collision Severity				Pedestrian	Bicycle
				Severe Injury	Other Injury	Property Damage Only	Total		
1	22 nd Ave	E. 12 th St	Signal	0	30	30	60	2	1
2	22 nd Ave	International Blvd	Signal	1	22	24	47	3	1
3	22 nd Ave	E. 15 th St	TWSC	1	7	8	16	0	0
4	22 nd Ave	Foothill Blvd	Signal	0	21	15	36	3	0
5	23 rd Ave	E. 12 th St	Signal	1	9	8	18	4	0
6	23 rd Ave	International Blvd	Signal	0	12	21	33	0	2
7	23 rd Ave	E. 15 th St	TWSC	0	3	9	12	0	1
8	23 rd Ave	Foothill Blvd	Signal	1	8	9	18	4	1
Total				4	112	124	240	16	6

Source: California Highway Patrol SWITRS, 2016-2020. Note: TWSC = Two-way stop controlled.

Crashes by type for the study intersections are displayed in Table 3-15. The most frequently occurring crash type was broadside, followed by sideswipe, rear end, and head-on.

Table 3-15: Crash type for Study Intersections

Year	Head-On	Sideswipe	Rear End	Broadside	Hit Object	Overturn	Other	Total
2016	6	8	7	23	1	1	3	49
2017	4	8	6	22	2	0	4	46
2018	6	14	9	12	2	0	8	51
2019	13	12	6	17	0	0	4	52
2020	3	4	10	20	1	0	4	42
Total	32	46	38	94	6	1	23	240

Source: California Highway Patrol SWITRS, 2016-2020.

Crashes by primary collision factor category for the eight study intersections are summarized in Table 3-16. Of the 240 crashes, 212 were due to vehicle code violation, 13 to pedestrian violation, and 15 were unassigned. The most common vehicle code violations for the study intersections include "Traffic Signals and Signs," "Automobile Right of Way," and "Improper Turning," and "Unsafe Speed." Together, these four factors contribute to 180 of the 240 crashes, or 75%.

Table 3-16: Crashes by Primary Collision Factor for Study Intersections

Primary Collision Factor	2016	2017	2018	2019	2020	Total
Driving Under the Influence	1	2	0	9	0	12
Unsafe Speed	8	2	7	4	7	28
Following Too Closely	4	2	1	0	1	8
Wrong Side of the Road	2	0	2	3	1	8
Unsafe Lane Change	0	0	1	0	0	1
Improper Turning	3	10	10	10	9	42
Automobile Right of Way	11	14	5	9	10	49
Pedestrian Right of Way	2	3	3	1	0	9
Pedestrian Violation	2	0	1	1	0	4
Traffic Signals and Signs	12	11	14	14	10	61
Unsafe Starting and Backing	0	0	3	0	0	3
Other / Unknown	4	2	4	1	4	15
Total	49	46	51	52	42	240

Source: California Highway Patrol SWITRS, 2016-2020.

3.7 CONSTRUCTION IMPACTS

The Project plans to utilize the parking lot behind the existing structure for staging during construction. Building materials and equipment would be transported to the staging area via the entrance off East 15th Street. Construction activity would be required to not obstruct the vehicle travel lanes on 23rd Avenue.

Construction traffic effects on the circulation network would include temporary capacity reduction on the streets in the study area construction vehicle traffic. As the staging area can only be accessed by East 15th Street, construction traffic may result in temporary neighborhood disturbance on the East 15th Street roadway and sidewalk.

If construction activities obstruct public rights-of-way, the Project would meet stipulations of City SCA 75: Construction Activity in the Public Right-of-Way,¹⁸ including submitting a construction traffic control plan to the City for review and approval as part of obstruction permit submission.

¹⁸ City of Oakland Department of Planning and Building. *Standard Conditions of Approval*. Revised December 2020. <https://cao-94612.s3.amazonaws.com/documents/Standard-Conditions-of-Approval-December-2020.pdf>. Accessed Aug 16, 2022.

4 Transportation and Parking Demand Management (TDM) Plan

City of Oakland Standard Conditions of Approval (SCA) 78 requires all land use projects that generate more than 50 net new AM or PM peak hour vehicle trips to prepare a Transportation and Parking Demand Management (TDM) Plan. The Project is forecast to generate 95 AM peak hour vehicle trips and 59 PM peak hour vehicle trips (Table 3-4); both values exceed the 50 net new trip threshold, and therefore a TDM Plan would be required.

The City TIRG lists the following goals that shall be reflected in the TDM Plan for projects that generate between 50-99 net new AM or PM peak hour vehicle trips:

- Reduce project-generated vehicle traffic and parking demand to the maximum extent practicable, consistent with the potential traffic and parking impacts of the Project.
- Achieve 10 percent vehicle trip reductions (VTR).
- Incorporate location dependent TDM strategies which may be applied toward VTR using Table 4 of the City TIRG.
- Increase pedestrian, bicycle, transit, and carpool / vanpool modes of travel associated with the Project.
- Enhance the City's transportation system, consistent with City policies and programs.

This section presents the TDM strategies incorporated into the Project TDM Plan along with the estimated VTR for each strategy and basis for VTR determination.

4.1 REQUIRED / MANDATORY TDM STRATEGIES

Table 4-1 presents Mandatory TDM strategies from the City TIRG Table 4 that are applicable to the Project. These mandatory TDM strategies are credited toward the Project's VTR alongside supplemental TDM strategies in a subsequent section. A complete assessment of the full Mandatory TDM strategy assessment is included in Appendix G.

Table 4-1: Applicable Required / Mandatory TDM Strategies for Project

TDM Strategy	Description
Bus shelter	<p>The project shall consult with AC Transit and the City to identify feasibility of installing bus shelters for the following bus flag stops:</p> <ul style="list-style-type: none"> • Stop 51284, Route 62: 23rd Ave northbound at International Blvd • Stop 57505, Route 62: 23rd Ave southbound at International Blvd • Stop 54554, Route 62: 23rd Ave northbound at 16th St • Stop 54448, Route 40: Foothill Blvd eastbound at 23rd Ave <p>If these stops have 25 or more passenger boardings per day and construction of the bus shelters is feasible, the Project will contribute its fair share cost responsibility toward new bus shelters.</p>
Curb extensions of bulb-outs	<p>The Project shall contribute its fair share cost responsibility for improvements at the 22nd Ave & East 15th St Intersection (Improvement Measure TR-5):</p>
Installation of safety improvements identified in the PMP	<ul style="list-style-type: none"> • Upgrade non-ADA compliant curb at the northeast and southeast corners of the intersection to be ADA compliant and install a high-visibility yellow school crosswalk on the east crosswalk • Add edge line markings on East 15th Street for street narrowing and parking definition. Restrict on-street parking within 20-feet of intersection and marked crosswalks
Paving, lane striping or restriping and signs	<ul style="list-style-type: none"> • Install pedestrian safety zones extending from the curb at the northeast and southeast corners • Install intersection hardening treatments on the center double yellow line on 22nd Avenue approaching East 15th Street from the north and south <p>The Project sponsor shall work with the City to convert the marked crosswalks to yellow school crosswalks at 23rd Avenue and East 15th Street and 23rd Avenue and International Boulevard.</p> <p>The Project sponsor shall work with the City to add yield markings on 23rd Avenue at East 15th Street.</p>
Pedestrian crossing improvements, pedestrian-supportive signal changes	<p>The Project sponsor shall work with the City to optimize the pedestrian Walk phase timing when parallel traffic on International Boulevard has the green phase; this may be achieved by setting phases to 'rest in walk', lengthening the pedestrian walk phase, increasing the Walk phase frequency by shortening the signal cycle (to and from the BRT platform), or by other means at the following crossings (Improvement Measure TR-6):</p> <ul style="list-style-type: none"> • 23rd Avenue at International Boulevard (east crosswalk) • 24th Avenue at International Boulevard (east and south crosswalks)
Relocating bus stops to far side	<p>The Project shall consult with AC Transit and the City to determine if the following near side bus stops should be relocated to the far side:</p> <ul style="list-style-type: none"> • Stop 57505, Route 62: 23rd Ave southbound approach to International Blvd • Stop 54554, Route 62: 23rd Ave northbound approach to 16th St/Foothill Blvd • Stop 54448, Route 40: Foothill Blvd eastbound approach to 23rd Ave <p>If the transit stop relocations are found to be feasible, then the Project sponsor will contribute its fair share cost responsibility toward the transit stop relocation.</p>

Source: Parisi Transportation Consulting, 2022

4.2 SUPPLEMENTAL TDM STRATEGIES

The following TDM strategies would be incorporated into the Project's TDM Plan in addition to the mandatory TDM Strategies listed above. These supplemental TDM strategies were selected based on anticipated effectiveness to achieve the required vehicle trip reduction of 10% as documented by California Air Pollution Control Officers Association (CAPCOA) research¹⁹. The VTR calculations are provided in Appendix G.

TDM Program Coordinator

Description: The TDM Program Coordinator would be responsible for implementation and monitoring of the TDM Plan. The TDM Coordinator would facilitate site inspections by City staff to verify that the standards specified as conditions of approval are met. This person(s) could be a school employee or a third-party provider that runs the program.

Discussion: The TDM Program Coordinator would be responsible for managing T-7 Implement Commute Trip Reduction Marketing, T-9 Implement Subsidized or Discounted Transit Program, and T-41 Implement a School Pool Program.

Target Users: Students and staff

Estimated VTR: N/A

T-7 Implement Commute Trip Reduction Marketing

Description: The Project sponsor would implement a marketing strategy to promote a commute trip reduction (CTR) program. Information sharing and marketing promote and educate students and staff about their travel choices to the Project location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.

Target Users: Students and staff

Range of Effectiveness: Up to 4%

Estimated VTR: 4%

T-9 Implement Subsidized or Discounted Transit Program

Description: The Project sponsor would provide subsidized or discounted, or free transit passes for 100 students. Reducing the out-of-pocket cost for choosing transit improves the competitiveness of transit against driving, increasing the total number of transit trips and

¹⁹ California Air Pollution Control Officers Association, Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity: Designed for Local Governments, Communities, and Project Developers. Issued Dec 2021.

decreasing vehicle trips. This decrease in vehicle trips results in reduced VMT and thus a reduction in GHG emissions.

Target Users: Students and staff

Range of Effectiveness: Up to 5.5%

Estimated VTR: 1.6%

T-10 Provide End-of-Trip Bicycle Facilities

Description: The Project sponsor would install and maintain end-of-trip facilities for employee use. The provision and maintenance of secure bike parking and related facilities encourages commuting by bicycle, thereby reducing VMT and GHG emissions. This measure is consistent with Project SCA 76 Bicycle Parking.

Target Users: Students and staff

Range of Effectiveness: Up to 4.4%

Estimated VTR: 0.6%

T-18 Provide Pedestrian Network Improvement

Description: This measure would increase the sidewalk coverage to improve pedestrian access, which may include crossing safety improvements. Providing sidewalks and an enhanced pedestrian network would encourage people to walk instead of drive. This mode shift would result in a reduction in VMT and GHG emissions.

Target Users: Students and staff

Range of Effectiveness: Up to 6.4%

Estimated VTR: 1.0%

T-41 Implement a School Pool Program (CAPCOA 2010 TRT-10)

Description: The Project sponsor would create a ridesharing program for school children. Most school districts provide bussing services to public schools only. School pool helps match parents to transport students to private schools, or to schools where students cannot walk or bike but do not meet the requirements for bussing. A school pool program can help reduce onsite air pollutant emissions at the school by reducing private vehicle trips, especially if the pool vehicle is zero emissions.

Target Users: Students

Range of Effectiveness: 7.2 – 15.8%

Estimated VTR: 7.2%

4.3 VEHICLE TRIP REDUCTIONS

Vehicle Trip Reductions estimates for each of the TDM strategies are based on VMT reduction estimates compiled by the California Air Pollution Control Officers Association (CAPCOA)²⁰. Calculation variables depend on the extent of strategy adoption. VMT reduction estimates are calculated according to the specific characteristics of the Project and TDM strategy implementation and are summarized in Table 4-2, which demonstrates that the TDM Plan is anticipated to achieve the required goal of 10 percent VTR.

Table 4-2: Daily VMT Reduction for TDM Strategies

CAPCOA GHG Reduction Measure		VMT Reduction Estimate Range	Project Estimated VMT Reduction
T-7 ¹	Implement Commute Trip Reduction Marketing	Up to 4%	4%
T-9 ¹	Subsidized Transit Program	Up to 5.5%	1.6%
T-10 ¹	End-of-Trip Bike Facilities	Up to 4.4%	0.6%
T-18 ¹	Pedestrian Network Improvements	Up to 6.4%	1.0%
T-41 ²	Implement a School Pool Program	7.2-15.8%	7.2%
	Total		14.4%

Source:

1. CAPCOA VMT Reduction Estimates, Handbook for Analyzing Greenhouse Gas Emission Reductions, Dec 2021.
2. CAPCOA VMT Reduction Estimates, Quantifying Greenhouse Gas Mitigation Measures, Aug. 2010.

4.4 TDM COMPLIANCE

Oakland TIRG requires projects that generate 100 or more net new AM or PM peak hour vehicle trips to submit an annual compliance report for the first five years following completion of the project. The Project is forecast to generate 95 AM peak hour vehicle trips and 59 PM peak hour vehicle trips (Table 3-4) and therefore an annual TDM compliance report would not be required.

²⁰ California Air Pollution Control Officers Association, Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity: Designed for Local Governments, Communities, and Project Developers. Issued Dec 2021.

5 CEQA Analysis

In January 2016, the California Office of Planning and Research (OPR) published a *Revised Proposal on Updates to the CEQA Guidelines on Evaluating Transportation Impacts in CEQA*²¹ for public review. These guidelines direct lead agencies to require project transportation impacts to be evaluated on the basis of Vehicle Miles Traveled (VMT). This proposal was formally issued by OPR in December 2018, as the *Technical Advisory on Evaluating Transportation Impacts in CEQA*.²²

In April 2017, the City of Oakland issued *Transportation Impact Review Guidelines* (TIRG)²³ that incorporated guidance requiring evaluation of potential impacts related to VMT criteria in CEQA transportation studies of proposed land use development projects. These guidelines also ensure that potentially significant impacts are studied according to the City's established thresholds of significance.

This section includes the City's thresholds of significance, describes the methodology and results of the VMT screening assessment and Project-specific analysis.

The California Code of Regulations Guidelines for Implementation of CEQA includes a sample environmental checklist form that may be used to foster agency review. Transportation-related checklist question results are in a later section.

5.1 CEQA SIGNIFICANCE CRITERIA

The following are CEQA significance criteria established by the City of Oakland as described in the TIRG. A land use project would have a significant effect on the environment if it would:

- Conflict with a plan, ordinance, or policy addressing the safety or performance of the circulation system, including transit, roadways, bicycle lanes, and pedestrian paths (except for automobile level of service or other measures of vehicle delay); or
- Cause substantial additional VMT per capita, per service population, or other appropriate efficiency measure; or
- Substantially induce additional automobile travel by increasing physical roadway capacity in congested areas (i.e., by adding new mixed-flow lanes) or by adding new roadways to the network.

²¹ California Governor's Office of Planning and Research, *Revised Proposal on Updates to the CEQA Guidelines on Evaluating Transportation Impacts in CEQA, Implementing Senate Bill 743* (Steinberg, 2013). Issued January 20, 2016.

²² California Governor's Office of Planning and Research, *Technical Advisory on Evaluating Transportation Impacts in CEQA*. Issued December 2018. https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf. Accessed Aug 4, 2022.

²³ City of Oakland, *Transportation Impact Review Guidelines for Land Use Development Projects*. Issued April 14, 2017.

5.2 CEQA VMT THRESHOLDS OF SIGNIFICANCE

In line with CEQA Guidelines, public agencies are encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects related to substantial additional VMT per capita.²⁴ The City used OPR guidance to establish its thresholds of significance as described in the TIRG:

- For residential projects, a project would cause substantial additional VMT if it exceeds existing regional household VMT per capita minus 15 percent.
- For office projects, a project would cause substantial additional VMT if it exceeds the existing regional VMT per employee minus 15 percent.
- For retail projects, a project would cause substantial additional VMT if it exceeds the existing regional VMT per employee minus 15 percent.

Of note with respect to Oakland's thresholds of significance is that VMT impacts are compared on a regional basis, as opposed to a City-wide basis, i.e., the VMT thresholds are determined by the Alameda County Transportation Commission. Project VMT analyses are to apply the same methodologies described in thresholds of significance to the extent practicable. In the case of this Project's land use (Grade 6-12 school), the office projects threshold of significance will be applied, in accordance with the TIRG.

5.3 CONSISTENCY WITH PLANS

Transportation aspects of land use projects are shaped by adopted plans and policies at various levels of governmental agencies. These plans and policies are consulted as part of this Project in order to evaluate against applied principles and efforts to mitigate environmental effects. Discussion of this Project with respect to the framework established by federal, state, regional, and local plans and policies for purpose of mitigating significant environmental effects is presented in this section. This section also includes rationale behind the conclusion that the proposed Project does not conflict with any described plans and policies.

5.3.1 FEDERAL PLANS, POLICIES AND REGULATIONS

There are no federal plans, policies, or regulations related to transportation impacts that have been identified as applicable to this Project.

5.3.2 STATE PLANS, POLICIES AND REGULATIONS

CEQA Statute & Guidelines

Senate Bill 743, which was signed into law in 2013, mandated a change in CEQA guidelines to utilize VMT as opposed to vehicle flow or traffic congestion as a more appropriate metric for

²⁴ CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, §15064.7(b). January 2022.

assessing impacts associated with projects, in line with goals of helping to achieve climate commitments, improving health and safety, and prioritizing co-located land uses. After the California Governor's Office of Planning and Research issued the updated *Technical Advisory on Evaluating Transportation Impacts in CEQA* in 2018, CEQA analysis that met this framework became mandatory on July 1, 2020, for proposed land use projects. This Project ensures compliance with this technical advisory by following the TIRG issued in 2017 by the City of Oakland as the local authority.

5.3.3 REGIONAL PLANS, POLICIES AND REGULATIONS

Alameda County Congestion Management Program (CMP)

Alameda County Transportation Commission (Alameda CTC) is the congestion management agency for Alameda County, and develops and updates its mandated short-range Congestion Management Program (CMP) every two years to describe strategies to “assess and monitor the performance of the county's multimodal transportation system, address congestion and improve the performance of a multimodal system.”²⁵ The City of Oakland's TIRG describes where and how CMP requirements apply for transportation analyses. A CMP analysis is required if a project generates over 100 PM peak hour vehicle trips on a roadway segment designated as part of the designated CMP network. In context of this Project, relevant roadways under the CMP include International Boulevard and Foothill Boulevard.

The Project would generate 59 vehicle trips during the PM peak hour (Table 3-4), which is below the CMP threshold of 100 PM peak hour vehicle trips. As such, a CMP analysis is not required for the Project, and the project does not conflict with the CMP.

Plan Bay Area 2040 (2013)

The Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments updated the Regional Transportation Plan and Sustainable Communities Strategy in 2013.²⁶ According to Plan Bay Area 2040, the Project site is located in a priority development area and is in line with plan objectives for multimodal transportation use.

5.3.4 LOCAL PLANS, POLICIES AND REGULATIONS

City of Oakland General Plan – Land Use and Transportation Element (1998)

The City establishes a local framework related to projects in its Land Use and Transportation Element (LUTE)²⁷ of the General Plan. The Project area is identified in the LUTE implementation

²⁵ Alameda County Transportation Commission, *2021 Congestion Management Program*. <https://www.alamedactc.org/planning/congestion-management-program/>. Accessed Aug 4, 2022.

²⁶ Metropolitan Transportation Commission and Association of Bay Area Governments, *Plan Bay Area 2014, Regional Transportation Plan and Sustainable Communities Strategy for the San Francisco Bay Area 2013-2040*. Adopted July 18, 2013. <https://mtc.ca.gov/planning/long-range-planning/plan-bay-area-2040>. Accessed Aug 4, 2022.

²⁷ City of Oakland, *Land Use and Transportation Element, Envision Oakland*. Issued March 1998. <https://www.oaklandca.gov/resources/land-use-and-transportation-element>. Accessed Jul 28, 2022.

program as a target area for community and economic development and reuse of under-developed sites for community and economic development.

The City of Oakland's Land Use Diagram²⁸ designates the Project site and surrounding blocks along 23rd Avenue between International Boulevard and Foothill Boulevard as Neighborhood Center Mixed Use. Indicated desired land use types include smaller scale retail, housing, office, active open space, eating and drinking establishments, personal and business services, and smaller scale educational, cultural, or entertainment uses. The Project proposal to utilize the existing Palace Theatre building is in line with the intent of this land use designation and goals in the LUTE.

City of Oakland General Plan – Bicycle Master Plan (2019)

The Oakland General Plan elements addressing circulation have been implemented recently in the Bicycle Master Plan (BMP), *Lets Bike Oakland!* (2019)²⁹, and the Pedestrian Master Plan, *Oakland Walks!* (2017, described in next section). The BMP's recommendations that involve facilities near the Project site and in the major catchment area of the existing student body include:

- Protected bike lanes on 12th Street from 14th Avenue to the Fruitvale BART Station, leading to a separated bike path along San Leandro Street from the Fruitvale BART station to the San Leandro BART station
- Buffered bike lanes on Foothill Boulevard from Lakeshore Avenue to 48th Avenue, and continuing along Bancroft Avenue from 50th Avenue to Havenscourt Boulevard, where the facility transitions to a separated bike path along Bancroft to 106th Avenue
- Neighborhood bike route on East 16th Street from 23rd Avenue to Fruitvale Avenue

Each of these projects is indicated as a short-term priority project as part of the priority corridor identification in the plan.

In addition to bicycle network facilities, the Bicycle Master Plan includes recommendations for supporting infrastructure such as bike parking and wayfinding, as well as recommendations addressing existing and future bicycle programs that facilitate progress against overall BMP goals.

The proposed Project would be generally consistent with the BMP. Bicycle parking facilities would be provided on site. The proposed Project would not conflict with any of the bike facilities proposed in the BMP.

²⁸ City of Oakland Planning and Building Department, *Zoning and Estuary Policy Plan Map*, February 2022. <https://www.oaklandca.gov/resources/zoning-map>. Accessed Jul 28, 2022.

²⁹ City of Oakland Department of Transportation, *Lets Bike Oakland!* Issued July 2019. <https://www.oaklandca.gov/resources/bicycle-plan>. Accessed Jul 28, 2022.

City of Oakland General Plan – Pedestrian Master Plan (2017)

The Oakland General Plan circulation element also includes the Pedestrian Master Plan (PMP), *Oakland Walks!*³⁰ The plan calculates that 36% of pedestrian collisions occur on only two percent of Oakland streets, which are designated as high injury network corridors and intersections. High injury network corridors and intersections in the proposed Project vicinity include the following:

- East 15th Street between 21st and 26th Avenues
- International Boulevard between 16th and 28th Avenues
- Intersection of International Boulevard and 21st Avenue

Recommended actions specific to these relevant high injury network locations near the proposed Project include the following:

- At the intersection of 22nd Avenue and East 15th Street, add a pedestrian safety zone extending from the curb, and install high visibility crosswalks with signage and advanced yield markings
- At the intersection of 23rd Avenue and East 15th Street, install advanced yield markings to each minor approach
- Along East 15th Street, restrict parking within 20 feet of intersections and marked crosswalks, and add edge line markings for street narrowing and parking definition

The proposed Project would be consistent with the PMP as it would incorporate features noted for improvement that would enhance pedestrian safety and facilitate pedestrian access to the Project site.

City of Oakland General Plan – Transit First Policy (1996)

The Transit First Policy is Oakland's "Resolution declaring the City of Oakland's Support of Public Transit & Other Alternatives to Single-Occupant Vehicles."³¹

The proposed Project is consistent with the Transit First Policy because it is within a half-mile from two high quality transit corridors, including the Bus Rapid Transit line on International Boulevard.

³⁰ City of Oakland Department of Transportation, *Oakland Walks!* Issued 2017.
<https://www.oaklandca.gov/resources/pedestrian-plan-update>. Accessed Jul 28, 2022.

³¹ For more information on the Transit First Policy and how that translates into current action plans undertaken by local agencies, reference the *Transit Action Strategy* developed by AC Transit and City of Oakland Department of Transportation, 2020. <https://cao-94612.s3.amazonaws.com/documents/OakTAS-Final.pdf>. Accessed Aug 4, 2022.

City of Oakland General Plan – Scenic Highways (1974)

The Scenic Highways Element addresses the preservation and enhancement of attractive roadways and major streets going through the City.³² The proposed Project is not near roadways that are assigned as part of the existing or future scenic route network.

Central and East Oakland Community-Based Transportation Plan (2007)

This plan was developed by the Alameda County Congestion Management Agency to address an identified need to support local planning efforts in low-income communities throughout the region.³³

The proposed Project is consistent with the Central and East Oakland Community-Based Transportation Plan by fostering utilization of the transit lines that connect student and staff population with the Project site.

Oakland Department of Transportation Strategic Plan (2016)

The Oakland Department of Transportation released a strategic plan in 2016³⁴ to underpin project and operational prioritization and strategy of the brand-new Oakland Department of Transportation. The plan includes 37 goals within the context of four values, and implementable strategies that support each goal. Two goals of the strategic plan are directly relevant to the Project:

- Provide safe access to all Oakland schools: strategies listed under this goal include development of stronger partnerships with the Alameda County Safe Routes to Schools program, and regularly updating school walking plans to support safe travel for students.
- Lower transportation costs for Oaklanders: strategies listed in pursuit of this goal include supporting transit subsidies for youth and leveraging public-private partnerships to support the transit needs of low-income residents. A specific mention of school transit passes to overcome cost of transportation to school as a barrier to school attendance and afterschool activities is highlighted in the report.

The Project plans to offer student transit passes to foster access to multimodal transportation. The Project does not present a conflict with the strategies presented in the strategic plan.

³² City of Oakland, *Scenic Highways, an Element of the Oakland Comprehensive Plan*. Issued September 1974. <https://www.oaklandca.gov/resources/download-the-city-of-oakland-scenic-highways-element>. Accessed Aug 4, 2022.

³³ Alameda County Congestion Management Agency, *Central and East Oakland Community-Based Transportation Plan*. Issued December 2007.

³⁴ City of Oakland Department of Transportation, *Transportation Strategic Plan*. Issued 2016. <https://mtc.ca.gov/sites/default/files/OaklandCBTPFinalPlan%202007.pdf>. Accessed Jul 29, 2022.

Americans with Disabilities Act Policy

Compliance with disability access laws is an integral responsibility to provide equitable services to the public. All California building owners and tenants with buildings open to the public fall under requirements of federal Americans with Disabilities Act (ADA) regulations and California Disabled Persons Act laws and must ensure that capital improvements meet these standards. In Oakland, code requirements for meeting these standards of access are described in the Oakland Municipal Code.

The Project is required to make modifications to the school in accordance with the latest ADA standards and does not conflict with the City ADA policy.

Complete Streets Policy

The Oakland Complete Streets Policy, Resolution Number 84204 C.M.S., declares a policy to further ensure that Oakland streets provide safe and convenient travel options for all users."³⁵

Any off-site improvements initiated by the proposed Project would be in accordance with ADA requirements and would facilitate provision of infrastructure and programs that facilitate alternative means of transportation, which is consistent with the principles contained in the Complete Streets Policy.

5.4 VEHICLE-MILES TRAVELED ANALYSIS

5.4.1 VMT SCREENING ASSESSMENT

In *Technical Advisory on Evaluating Transportation Impacts in CEQA*, the California OPR includes guidelines for agencies to establish VMT screening thresholds, in order to facilitate rapid identification of projects that are expected to cause a less-than-significant impact. The City of Oakland includes VMT screening criteria in its TIRG. If projects meet any of the City's three screening criteria, they are considered to be "screened-out," and it is presumed that VMT impacts for the project would be less-than-significant, and a detailed VMT analysis is not required for transportation CEQA analysis purposes.

The VMT screening assessment determined that the Project meets the screening criterion for proximity to a transit station. Thus, the Project is considered to cause a less-than-significant impact and is exempt from a detailed CEQA analysis. The results of the VMT screening assessment are displayed in Table 5-1, and associated description for each screening criteria are included in this section.

³⁵ Oakland City Council, *Complete Streets Policy Resolution*. Filed January 2013. <http://www2.oaklandnet.com/n/OAKo39959>. Accessed Jul 28, 2022.

Table 5-1: VMT Screening Analysis Results

Screening Criteria	Screening Criteria Description	Screening Criteria Met?
Small Project	Project generates less than 100 daily vehicle trips	No
Low-VMT Area	Project is located within a low-VMT area	No
Near Transit Station	Project is located within 0.5 mile of major transit stop	Yes

Source: Paris Transportation Consulting, 2022

Small Projects Screening

Projects that generate fewer than 100 vehicle trips per day generally may be assumed to cause a less-than-significant transportation impact.

To determine trip generation, the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*³⁶ was used to estimate the number of trips the Project would generate. Trip Generation approach and results are discussed in detail in Section 3.2.1. The project would generate 361 daily vehicle trips (Table 3-4) and as a result the Project does not meet the screening criteria for small projects.

Low-VMT Area Screening

Projects located in an area with low VMT as determined by comparison to the thresholds of significance and incorporating similar characteristics of land use and multi-modal transportation accessibility exhibited by the existing built environment, can be presumed to cause a less-than-significant transportation impact. Comparison with the thresholds of significance is made according to the project transportation analysis zone (TAZ). For this Project screening, the BayTech campus is treated as an office use, and VMT per worker is used for screening.

Average daily VMT per employee for the region and the proposed Project TAZ based on Alameda County 2020 data³⁷ is included in Table 5-2 below.

Table 5-2: Results for Low-VMT Area Screening Criteria

Project Location	VMT / Employee		
	Regional Average	Threshold of Significance	Project TAZ
1453 23 rd Avenue Oakland, CA	15.9	13.5	18.9

Source: Alameda County Transportation Commission

³⁶ Institute of Transportation Engineers, *Trip Generation Manual, 11th edition*, 2021.

³⁷ Alameda County Transportation Commission, SB 743 and VMT tool resources.
<https://www.alamedactc.org/planning/sb743-vmt/>. Accessed Jul 28, 2022.

The average daily VMT per worker in the Project TAZ is 18.9 miles, which is above the threshold of significance (15 percent below the regional average) of 13.5 miles. As such, the Project does not meet screening criteria based on location within a low-VMT area.

Near Transit Station Screening

Projects proposed within 0.5 miles of an existing major transit stop or existing stop along a high-quality transit corridor are presumed to have less-than-significant impact on VMT. The 2021 CEQA Statute defines a Major Transit Stop as containing any of the following:³⁸

- a) An existing rail or bus rapid transit (BRT) station.
- b) A ferry terminal served by either a bus or rail transit service.
- c) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

The Project site at 1453 23rd Avenue is located 0.15 miles from the BRT stop at the intersection of International Boulevard and 24th Avenue, which is well within the distance of 0.5 miles from a major transit stop for screening purposes. BRT buses operate in an exclusive right-of-way, and the concept endeavors to combine the advantages of service frequency, accessibility, safety, and reliability.³⁹ The newly opened AC Transit BRT route 1T began service in August 2020, and runs 9.5 miles along International Boulevard, connecting Downtown Oakland through East Oakland to San Leandro. The 1T BRT operates at a frequency service interval of 10 minutes during daytime hours continually from morning to afternoon peak commute periods⁴⁰.

City of Oakland guidelines require determination that a less than significant impact presumption for Projects near transit stations is valid by comparison against other VMT generating indicators. If the Project is described by any of the following indicators in Table 5-3, it is presumed that the Project may still generate significant levels of VMT.

³⁸CEQA Statute. *California Public Resources Code, Division 13, §21064.3*. Published Jan 1, 2022.

³⁹ AC Transit, *East Bay BRT, Revolutionizing Public Transit*. Factsheet issued August 2016. https://www.actransit.org/website/uploads/Factsheet_ENGLISH_Complete.pdf. Accessed Aug 1, 2022.

⁴⁰ AC Transit 1T Schedule. <https://www.actransit.org/bus-lines-schedules/1T>. Accessed Aug 1, 2022.

Table 5-3: VMT Generating Indicators for Near Transit Station VMT Screen

VMT Generating Indicator	Conclusion	Significant VMT Generated?
Floor Area Ratio (FAR) less than 0.75	Approximate combined FAR for all Project parcels is 1.4	No
Project includes more parking than required ⁴¹	The Project includes parking for 22 vehicles in an existing lot across the street from the main building. BayTech employs 40 staff in maximum enrollment scenario.	No
Inconsistent with Sustainable Communities Strategy ⁴²	The Project is in a priority development area	No
Retail component greater than 80,000 sf.	There is no retail component to this Project	No

Source: Parisi Transportation Consulting, 2022

As the nearest BRT station is within 0.5 miles of the Project location, and Project-specific information in Table 5-3 does not indicate that significant levels of VMT would be generated, this screening criteria for being near a major transit stop is met, and it is determined that the Project would have a less than significant impact on VMT.

⁴¹ According to City of Oakland Municipal Code §17.116.070, there is no applicable off-street parking requirement for community education facility in the Project's context, though required number of parking spaces may be prescribed by the Director of City Planning based on results of a parking needs analysis.

⁴² Metropolitan Transportation Commission and Association of Bay Area Governments, *Plan Bay Area 2014, Regional Transportation Plan and Sustainable Communities Strategy for the San Francisco Bay Area 2013-2040*. Adopted July 18, 2013.

5.5 CEQA PROJECT IMPACTS

Table 5-4 is a summary of the Project's CEQA determination for each of the criteria that could constitute potential environmental impact. A discussion of each finding follows.

Table 5-4: CEQA Checklist Impact Determination

Question	CEQA Determination
Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Less Than Significant Impact
Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Less Than Significant Impact
Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Less Than Significant Impact
Would the project result in inadequate emergency access?	Less Than Significant Impact

Source: Parisi Transportation Consulting, 2022

5.5.1 TRAF-1 Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

The Project would relocate an existing charter school from the Eastmont Hills / Oak Knoll-Golf Links neighborhood in the Oakland Hills to an existing vacant theater building in the San Antonio neighborhood in East Oakland. All Project improvements would be made within the existing site with no planned changes to the circulation system.

Ordinances and policies addressing the circulation system in the Project area include:

- Alameda County Congestion Management Program (CMP, 2021)⁴³ – The Project would generate fewer than 100 PM peak hour trips on a roadway segment designated as part of the designated CMP network, which in the project area are International Boulevard and Foothill Boulevard. As such, the Project is not required to develop a Congestion Management Plan (CMP) analysis.
- Plan Bay Area 2040 (2013)⁴⁴ – The Project site is located in a priority development area and is in line with plan objectives for multimodal transportation use.
- City of Oakland General Plan – Land Use and Transportation Element (1998) – The Project area is identified in the LUTE implementation program as a target area for community

⁴³ Alameda County Transportation Commission, 2021 Congestion Management Program.

<https://www.alamedactc.org/planning/congestion-management-program/>. Accessed Aug 4, 2022.

⁴⁴ Metropolitan Transportation Commission and Association of Bay Area Governments, Plan Bay Area 2014, Regional Transportation Plan and Sustainable Communities Strategy for the San Francisco Bay Area 2013-2040. Adopted July 18, 2013. <https://mtc.ca.gov/planning/long-range-planning/plan-bay-area-2040>. Accessed Aug 4, 2022.

and economic development and reuse of under-developed sites for community and economic development. The Project is consistent with the LUTE's seven overarching transportation goals:

- **Capitalize on our location.** *Take full advantage of Oakland's position as a major West Coast transportation hub.*

The Project location is approximately a half mile away from the I-880 freeways, is approximately 0.10 mile away from two arterial roadways (International and Foothill boulevards), and 0.10 mile away from two high-frequency transit routes (AC Transit Route 1T bus rapid transit (BRT) and Route 40).

- **Integrate land use and transportation planning.** *Integrate transportation and land use planning at the neighborhood, city, and regional levels by developing transit-oriented development, where appropriate, at transit and commercial nodes.*

The Project is located near two existing high-frequency transit routes within an existing dense, mixed use urban area. The Project does not interfere with any planned improvements to the transportation network.

- **Reduce congestion.** *Reduce congestion and improve traffic flow by developing and integrated road system and traffic demand management system that provides an appropriate mix of mobility and accessibility throughout the city.*

The Project is located near two existing high-frequency transit routes within a dense urban area that allows nearly one half of students and students to use non-drive modes. The Project's traffic operations analysis forecasts minor increases to vehicle delay as a result of Project vehicle trips.

- **Promote alternative transportation options.** *Reduce dependency on the automobile by providing facilities that support use of transportation modes.*

The Project is located near between two high-frequency transit routes, including one BRT route, and is integrated into the City's existing bicycle and pedestrian networks. The City's TIRG guidelines forecast that nearly one-half of the Project trips would use non-drive modes.

- **Find funding.** *Program and provide adequate funding for needed transportation facilities and services, and related investments.*

The Project would work with the City and appropriate agencies to determine its cost responsibility for transportation improvements as part of its Transportation and Parking Demand Management (TDM) Plan as a Standard Condition of Approval.

- o **Safety.** Provide safe streets.

The Project would contributing its fair share toward infrastructure improvements at the East 15th Street / 22nd Avenue intersection that include marking the crosswalks, adding crosswalk warning signs, marking yield lines, adding edge line markings, and installing pedestrian safety zones at each corner.

At the 23rd Avenue / East 15th Street, 23rd Avenue / International Boulevard and East 15th Street / Miller Avenue, the Project would convert the marked crosswalks to yellow school crosswalks. The project would install School Area Warning Signs consistent with the California Manual on Uniform Traffic Control Devices (CA MUTCD).

The Project would coordinate with the City of Oakland to increase the pedestrian crossing time at the International Boulevard / Miller Avenue intersection.

- o **Improve the environment.** *Improve air quality and reduce exposure to traffic noise.*

The Project is located near between two high-frequency transit routes, including one BRT route, and is integrated into the City's existing bicycle and pedestrian networks. The City's TIRG guidelines forecast that nearly one-half of the Project trips would use non-drive modes.

Since the Project would not make off-site improvements that would conflict with planned programs, plans, ordinances, or policies related to transportation and circulation in the Project vicinity and would implement the TDM strategies as a Standard Condition of Approval, the Project would result in a less than significant impact.

5.5.2 TRAF-2 Would the project conflict or be inconsistent with CEQA guidelines section 15064.3, subdivision (b)?

Based on CEQA Guidelines Section 15064.3, Subdivision (b), vehicle miles traveled (VMT) exceeding an applicable threshold of significance may indicate a significant impact. Additionally, according to the State of California Governor's Office of Planning and Research (OPR) and the City of Oakland *Transportation Impact Review Guidelines* (TIRG), projects within 0.5 mile of either an existing major transit stop or a stop along an existing high-quality transit corridor is presumed to cause a less-than-significant transportation impact to Vehicle Miles Traveled (VMT). A "high-quality transit corridor" means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

The Project site is located 0.15 miles from an existing stop at 24th Avenue and International Boulevard for AC Transit Bus Rapid Transit (BRT) Route 1T. Thus, the Project would meet the City VMT screening criteria of being located within 0.5 miles of an existing stop on a high-quality

transit corridor and is therefore presumed to have a less than significant VMT impact; the project is also exempt from performing a detailed VMT analysis.

The Project would be required to implement a TDM as the peak hour trips are greater than 50. With implementation of the TDM plan (attached), the Project would further reduce any transportation impact to less than significant.

5.5.3 TRAF-3 Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The Project does not include off-site transportation network design alterations that may potentially increase sharp curves or other geometric hazards. Access to the campus via 22nd Avenue and E. 15th Street would not be affected and no changes to existing city streets would be required. The Project is near other operating schools and does not present an incompatible transportation mode use.

The Project would provide a dedicated loading zone on East 15th Street, which is the Project's minor street frontage. East 15th Street is a local access street that does not have bus service. The overall block of East 15th Street is 650 feet long, which can accommodate 26 queued vehicles. East 15th Street is approximately 44 feet wide; assuming 8 feet for parking on each side of the street, the remaining width for vehicle travel lanes is 28 feet, which exceeds City fire department standards for a 26-foot two-way minimum width.⁴⁵

The project Project's student drop-off and pick-up plan would require one-way vehicle traffic on East 15th Street from 22nd Avenue, prohibit drop-off and pick-up from 23rd Avenue, prohibit double parking, and designate staff to assist with operations, among others. Vehicle delay for drivers at the egress intersection, East 15th Street at 23rd Avenue, is forecast to be on average 15 seconds or less per vehicle (LOS "B").

As the Project is not incompatible with the existing Neighborhood Mixed Use Zone land use designation, there are no off-site road geometric design alterations, and vehicle queuing issues associated with pick-up and drop-off would be addressed by Project programs, the Project results in a less-than-significant CEQA impact.

⁴⁵ City of Oakland, Oakland Fire Code. 4907.5 Fire Apparatus Access Roads.

5.5.4 TRAF-4 Would the project result in inadequate emergency access?

Emergency access requirements applicable to the Project are included in the Oakland Fire Code, which adopts the California Fire Code with amendments.⁴⁶ The Project does not include internal on-site drive aisles or circulation improvements that require emergency vehicle access within the Project boundary.

Fire apparatus access to the Project site would be included in the fire safety plan. Potential impacts to roadway emergency access during construction would be addressed through the construction traffic control plan. Potential impacts to roadway emergency access during operational periods would be addressed in the pick-up and drop-off procedures. Each of these plans would be reviewed and approved by appropriate City departments.

Since adequate emergency access is required as part of the Oakland Fire Code and Project plans would be reviewed by local fire officials as part of design review, the Project would have a less-than-significant CEQA impact with respect to emergency access.

⁴⁶ City of Oakland, Oakland Fire Code.

https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeId=TIT15BUCO_CH15.12OAFICO. Accessed Aug 23, 2022.

6 Conclusion

This report contains results of a Transportation Impact Review conducted for the proposed Project relocation of BayTech charter school from its current location at 8251 Fontaine Street to 1453 23rd Avenue in Oakland, California. The Project was assessed with the Oakland Transportation Impact Review Guidelines and found to be in conformance with the following impact review areas.

- The Project consists of a charter school for grades 6-12 and would serve up to 350 students with 40 staff.
- The Project is located within 0.15 mile of a transit stop along two separate high-quality transit corridors. The AC Transit Route 1T BRT runs down International Boulevard and Route 40 services Foothill Boulevard. The initial estimate of 29.7% of trips being made by transit would be strengthened by transit pass and other TDM programs.
- Trip generation estimates were developed according to the ITE *Trip Generation Manual, 11th Edition* and applying the City TIRG mode share adjustment factors. The Project would generate 361 daily vehicle trips, including 95 AM and 60 PM peak hour vehicle trips.
- Intersection traffic analysis for "Existing" and "Existing Plus Project" conditions indicate that all study intersections operate at Level of Service "B" or "C." The Project does not adversely impact intersection LOS.
- Site access for vehicles would be accommodated by provision of a drop-off and pick-up white curb zone on the Project site frontage along East 15th Street and implementation of Improvement Measure TR-3.
- The Project provision of 28 off-street parking spaces for staff and visitors only combined with access to two high-quality transit corridors would encourage travel to campus by alternative modes of transportation.
- Improvement Measure TR-4 addresses parking management during school special events by reserving on-site parking to carpools and directing drivers to park.
- Between 2016 and 2020, a total of 240 vehicle crashes occurred at intersections in the study area. No crashes resulted in fatalities, and four resulted in serious injury. 16 crashes involved a pedestrian, and six involved a bicyclist. The collisions do not appear to have a specific pattern which would be mitigatable by a specific improvement. Therefore, there are no improvements recommended for vehicles in the vicinity.
- The Project would result in a less-than-significant CEQA transportation impact.

6.1 STANDARD CONDITIONS OF APPROVAL

Transportation-related requirements for the Project identified in the City Standard Conditions of Approval, Dec 2020 revision, are summarized in Table 6-1 below, along with the report sections that address sufficient application of these requirements.⁴⁷

Table 6-1: Transportation-Related City Standard Conditions of Approval

Standard Condition of Approval		Description	Report Section
SCA 75	Construction Activity in Public Right-of-Way	If construction activities would obstruct the circulation network, Project shall develop traffic control plan and obtain obstruction permit.	Section 3.7
SCA 76	Bicycle Parking	Project shall provide bicycle parking in compliance with Oakland Municipal Code §17.117.100.	Section 3.5.7
SCA 77	Transportation Improvements	Project is responsible for implementation of recommendations included in the Transportation Impact Study (this report).	Section 6.3
SCA 78	Transportation and Parking Demand Management	Project shall submit a TDM Plan for review and approval by the City.	Section 4
SCA 79	Transportation Impact Fee	Project shall comply with requirements of Transportation Impact Fees in chapter 15.74 of the Oakland Municipal Code.	N/A

Source: City of Oakland, Department of Planning and Building

6.2 MITIGATION MEASURES

The Project would not have a significant impact on vehicle miles traveled or conflict with existing plans and policies, and therefore no mitigation measures are required.

⁴⁷ City of Oakland Department of Planning and Building, *Standard Conditions of Approval*, Revised December 16, 2020. <https://cao-94612.s3.amazonaws.com/documents/Standard-Conditions-of-Approval-December-2020.pdf>. Accessed Aug 24, 2022.

6.3 IMPROVEMENT MEASURES SUMMARY

A combined list of all recommendations from the Site transportation analysis, Transportation Demand Management, and Parking needs assessment are summarized in below. Implementation of these is required as per City SCA 77, Transportation Improvements.

6.3.1 TRANSPORTATION IMPROVEMENT MEASURES

Improvement Measure TR-1: Develop and Implement Drop-Off and Pick-Up Procedures

To minimize potential disturbance impacting surrounding roadways and to maintain safe and effective operations, the Project shall develop and implement drop-off and pick-up procedures to be reviewed and approved by City staff prior to school opening. These procedures would address typical school day, minimum school day, and special event scenarios. These procedures should include:

- Provide clearly marked white curb and signage to designate a drop-off and pick-up zone on the 200 feet of school frontage on the south side of East 15th Street directly adjacent to the Project site.
- Require drivers to pull up to the front of the designated area and to not leave the vehicle while conducting drop-off or pick-up.
- Prohibit double parking and waiting in the travel lanes on East 15th Street. Prohibit student loading on 23rd Avenue.
- Implement an arrival and departure assistant program that allows for students or staff to serve as valets and actively manage and enforce proper loading and unloading procedures. Assistants can also encourage appropriate driving behavior and ensure pedestrian and cyclist safety at the intersection.
- Communicate drop-off and pick-up procedures to staff, students, and parents using welcome packets, school announcements, and newsletters.

Improvement Measure TR-2: Off-Site Parking

The Project sponsor shall install signs outside the off-street parking lot indicating its reserved use for the school. Within the parking lot, the Project sponsor shall install signs indicating reserved parking for school staff.

Improvement Measure TR-3: On-Street Parking and Loading

The Project sponsor shall work with the City of Oakland to designate the 200 feet of school frontage on the south side of East 15th Street directly adjacent to the Project site as a white curb loading zone. The Project sponsor shall install signs indicating:

- “No Parking Student Loading Only” zones during the morning drop-off and afternoon pick-up period, and

- “Short-term school visitor parking and deliveries only” zones outside non-student loading hours.

Improvement Measure TR-4: Implement Special Event Parking Management Strategies

For all special events with more than 200 attendees, the Project sponsor shall implement a parking management plan with the following strategies:

- Provide a special event trip reduction newsletter to clearly communicate special event travel options that include carpooling, taking transit, walking, and biking, special carpool parking, and off-site parking options.
- Reserve on-site parking for vehicles with four or more occupants to encourage carpooling.
- Direct households that are driving to park two or more blocks away from the Project to reduce instances of cruising for parking at the school frontage.
- Integrate group bicycle rides to campus and other programmatic content as part of special events.

Improvement Measure TR-5: Pedestrian Safety Enhancements to East 15th Street

The Project shall construct improvements at the East side crosswalk of the intersection of 22nd Avenue and East 15th Street including the northeast and southeast corners, consistent with the Oakland Pedestrian Master Plan, subject to review by the City of Oakland Department of Transportation as part of the City's Off Site Infrastructure (PX) Permit process. These improvements include::

- Upgrade non-ADA compliant curb at the northeast and southeast corners of the intersection to be ADA compliant and install a high-visibility yellow school crosswalk on the east crosswalk
- Add edge line markings on East 15th Street for street narrowing and parking definition. Restrict on-street parking within 20 feet of intersection and marked crosswalks
- Install pedestrian safety zones extending from the curb at the northeast and southeast corners. The purpose of these painted bulb-outs is to reduce the speed of turning vehicles and reduce the pedestrian exposure to vehicle traffic while crossing East 15th Street.
- Install Intersection hardening treatments consisting of low-profile wheel stops and flexible vertical delineators on the center double yellow line on 22nd Avenue approaching East 15th Street from the north and south, similar to those one block to the north at 22nd Avenue and Foothill Boulevard

Improvement Measure TR-6: Optimize Signal Timing for Pedestrians on International Boulevard between 23rd Avenue and the BRT stop at 24th Avenue

The Project sponsor shall update signal timing cards as needed to optimize the pedestrian Walk phase timing when parallel traffic on International Boulevard has the green phase; this may be achieved by setting phases to 'rest in walk', lengthening the pedestrian walk phase, increasing the Walk phase frequency by shortening the signal cycle (to and from the BRT platform), or by other means at the following crossings:

- 23rd Avenue at International Boulevard (north crosswalk)
- 24th Avenue at International Boulevard (north and east crosswalks)

Improvement Measure TR-7: Install Sufficient On-Site Bicycle Parking

The Project shall install a minimum of 22 long-term and 18 short-term bicycle parking spaces in accordance with the City Municipal Code §17.117.100.

Mandatory TDM Plan Strategies

TDM Strategy	Description
Bus shelter	<p>The project shall consult with AC Transit and the City to identify feasibility of installing bus shelters for the following bus flag stops:</p> <ul style="list-style-type: none"> • Stop 51284, Route 62: 23rd Ave northbound at International Blvd • Stop 57505, Route 62: 23rd Ave southbound at International Blvd • Stop 54554, Route 62: 23rd Ave northbound at 16th St • Stop 54448, Route 40: Foothill Blvd eastbound at 23rd Ave <p>If these stops have 25 or more passenger boardings per day and construction of the bus shelters is feasible, the Project will contribute its fair share cost responsibility toward new bus shelters.</p>
Curb extensions of bulb-outs	<p>The Project shall contribute its fair share cost responsibility for improvements at the 22nd Ave & East 15th St Intersection (Improvement Measure TR-5):</p>
Installation of safety improvements identified in the PMP	<ul style="list-style-type: none"> • Upgrade non-ADA compliant curb at the northeast and southeast corners of the intersection to be ADA compliant and install a high-visibility yellow school crosswalk on the east crosswalk • Add edge line markings on East 15th Street for street narrowing and parking definition. Restrict on-street parking within 20-feet of intersection and marked crosswalks
Paving, lane striping or restriping and signs	<ul style="list-style-type: none"> • Install pedestrian safety zones extending from the curb at the northeast and southeast corners • Install intersection hardening treatments on the center double yellow line on 22nd Avenue approaching East 15th Street from the north and south <p>The Project sponsor shall work with the City to convert the marked crosswalks to yellow school crosswalks at 23rd Avenue and East 15th Street and 23rd Avenue and International Boulevard.</p> <p>The Project sponsor shall work with the City to add yield markings on 23rd Avenue at East 15th Street.</p>
Pedestrian crossing improvements, pedestrian-supportive signal changes	<p>The Project sponsor shall work with the City to optimize the pedestrian Walk phase timing when parallel traffic on International Boulevard has the green phase; this may be achieved by setting phases to 'rest in walk', lengthening the pedestrian walk phase, increasing the Walk phase frequency by shortening the signal cycle (to and from the BRT platform), or by other means at the following crossings (Improvement Measure TR-6):</p> <ul style="list-style-type: none"> • 23rd Avenue at International Boulevard (east crosswalk) • 24th Avenue at International Boulevard (east and south crosswalks)
Relocating bus stops to far side	<p>The Project shall consult with AC Transit and the City to determine if the following near side bus stops should be relocated to the far side:</p> <ul style="list-style-type: none"> • Stop 57505, Route 62: 23rd Ave southbound approach to International Blvd • Stop 54554, Route 62: 23rd Ave northbound approach to 16th St/Foothill Blvd • Stop 54448, Route 40: Foothill Blvd eastbound approach to 23rd Ave <p>If the transit stop relocations are found to be feasible, then the Project sponsor will contribute its fair share cost responsibility toward the transit stop relocation.</p>

6.3.2 SUPPLEMENTAL TDM PLAN STRATEGIES

TDM Program Coordinator

Description: The TDM Program Coordinator would be responsible for implementation and monitoring of the TDM Plan. The TDM Coordinator would facilitate site inspections by City staff to verify that the standards specified as conditions of approval are met. This person(s) could be a school employee or a third-party provider that runs the program.

T-7 Implement Commute Trip Reduction Marketing

Description: The Project sponsor would implement a marketing strategy to promote a commute trip reduction (CTR) program. Information sharing and marketing promote and educate students and staff about their travel choices to the Project location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.

T-9 Implement Subsidized or Discounted Transit Program

Description: The Project sponsor would provide subsidized or discounted, or free transit passes for 100 students. Reducing the out-of-pocket cost for choosing transit improves the competitiveness of transit against driving, increasing the total number of transit trips and decreasing vehicle trips. This decrease in vehicle trips results in reduced VMT and thus a reduction in GHG emissions.

T-10 Provide End-of-Trip Bicycle Facilities

Description: The Project sponsor would install and maintain end-of-trip facilities for employee use. The provision and maintenance of secure bike parking and related facilities encourages commuting by bicycle, thereby reducing VMT and GHG emissions. This measure is consistent with Project SCA 76 Bicycle Parking.

T-18 Provide Pedestrian Network Improvement

Description: This measure would increase the sidewalk coverage to improve pedestrian access, which may include crossing safety improvements. Providing sidewalks and an enhanced pedestrian network would encourage people to walk instead of drive. This mode shift would result in a reduction in VMT and GHG emissions.

T-41 Implement a School Pool Program (CAPCOA 2010 TRT-10)

Description: The Project sponsor would create a ridesharing program for school children. Most school districts provide bussing services to public schools only. School pool helps match parents to transport students to private schools, or to schools where students cannot walk or bike but do not meet the requirements for bussing. A school pool program can help reduce

onsite air pollutant emissions at the school by reducing private vehicle trips, especially if the pool vehicle is zero emissions.

Appendix A Vehicle Turning Volume Data

TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 12th AVE. & 22nd / 23rd Ave.
Latitude: 37.783732
Longitude: -122.238689

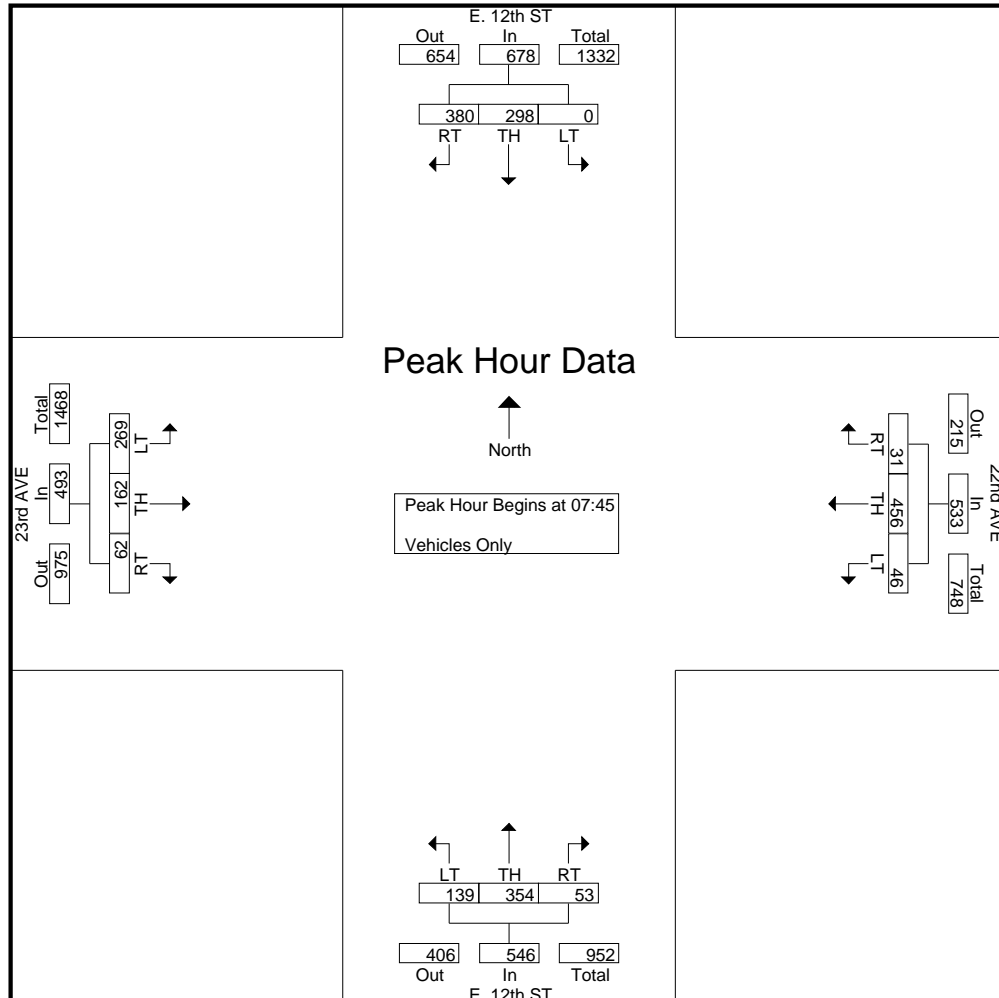
File Name : 12-22-a
Site Code : 4
Start Date : 8/16/2022
Page No : 1

Groups Printed- Vehicles Only

	E. 12th ST Southbound				22nd AVE Westbound				E. 12th ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	56	30	1	87	4	69	2	75	9	41	26	76	7	25	45	77	315
07:15	64	34	0	98	7	77	11	95	12	49	30	91	4	28	35	67	351
07:30	92	37	1	130	5	96	6	107	5	58	26	89	7	31	43	81	407
07:45	87	56	0	143	9	119	8	136	7	80	39	126	13	45	60	118	523
Total	299	157	2	458	25	361	27	413	33	228	121	382	31	129	183	343	1596
08:00	87	55	0	142	8	115	12	135	15	98	28	141	5	39	75	119	537
08:15	109	86	0	195	9	124	13	146	15	85	28	128	24	46	68	138	607
08:30	97	101	0	198	5	98	13	116	16	91	44	151	20	32	66	118	583
08:45	86	76	0	162	6	100	11	117	15	101	31	147	9	33	50	92	518
Total	379	318	0	697	28	437	49	514	61	375	131	567	58	150	259	467	2245
Grand Total	678	475	2	1155	53	798	76	927	94	603	252	949	89	279	442	810	3841
Apprch %	58.7	41.1	0.2		5.7	86.1	8.2		9.9	63.5	26.6		11	34.4	54.6		
Total %	17.7	12.4	0.1	30.1	1.4	20.8	2	24.1	2.4	15.7	6.6	24.7	2.3	7.3	11.5	21.1	

	E. 12th ST Southbound				22nd AVE Westbound				E. 12th ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:45	87	56	0	143	9	119	8	136	7	80	39	126	13	45	60	118	523
08:00	87	55	0	142	8	115	12	135	15	98	28	141	5	39	75	119	537
08:15	109	86	0	195	9	124	13	146	15	85	28	128	24	46	68	138	607
08:30	97	101	0	198	5	98	13	116	16	91	44	151	20	32	66	118	583
Total Volume	380	298	0	678	31	456	46	533	53	354	139	546	62	162	269	493	2250
% App. Total	56	44	0		5.8	85.6	8.6		9.7	64.8	25.5		12.6	32.9	54.6		
PHF	.872	.738	.000	.856	.861	.919	.885	.913	.828	.903	.790	.904	.646	.880	.897	.893	.927

Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 07:45



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 12th AVE. & 22nd / 23rd Ave.
Latitude: 37.783732
Longitude: -122.238689

File Name : 12-22-p
Site Code : 4
Start Date : 8/16/2022
Page No : 1

Groups Printed- Vehicles Only

	E. 12 ST Southbound				22nd AVE Westbound				E. 12 ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	105	131	0	236	8	70	6	84	19	61	21	101	22	67	80	169	590
15:15	113	135	0	248	5	72	10	87	15	63	22	100	27	63	60	150	585
15:30	106	141	0	247	8	55	15	78	13	63	33	109	27	68	72	167	601
15:45	104	156	0	260	6	80	8	94	19	66	37	122	34	54	61	149	625
Total	428	563	0	991	27	277	39	343	66	253	113	432	110	252	273	635	2401
16:00	80	135	0	215	4	74	9	87	23	65	31	119	34	69	85	188	609
16:15	81	152	0	233	0	83	9	92	19	76	26	121	26	77	85	188	634
16:30	84	139	0	223	6	63	8	77	14	69	34	117	27	61	70	158	575
16:45	126	181	0	307	6	69	7	82	18	78	29	125	24	52	79	155	669
Total	371	607	0	978	16	289	33	338	74	288	120	482	111	259	319	689	2487
17:00	101	172	0	273	8	70	7	85	22	69	35	126	28	57	75	160	644
17:15	122	164	0	286	4	66	9	79	31	86	35	152	24	84	121	229	746
17:30	101	125	1	227	5	79	13	97	24	68	17	109	24	81	106	211	644
17:45	102	155	0	257	4	63	13	80	15	67	28	110	28	71	88	187	634
Total	426	616	1	1043	21	278	42	341	92	290	115	497	104	293	390	787	2668
Grand Total	1225	1786	1	3012	64	844	114	1022	232	831	348	1411	325	804	982	2111	7556
Apprch %	40.7	59.3	0		6.3	82.6	11.2		16.4	58.9	24.7		15.4	38.1	46.5		
Total %	16.2	23.6	0	39.9	0.8	11.2	1.5	13.5	3.1	11	4.6	18.7	4.3	10.6	13	27.9	

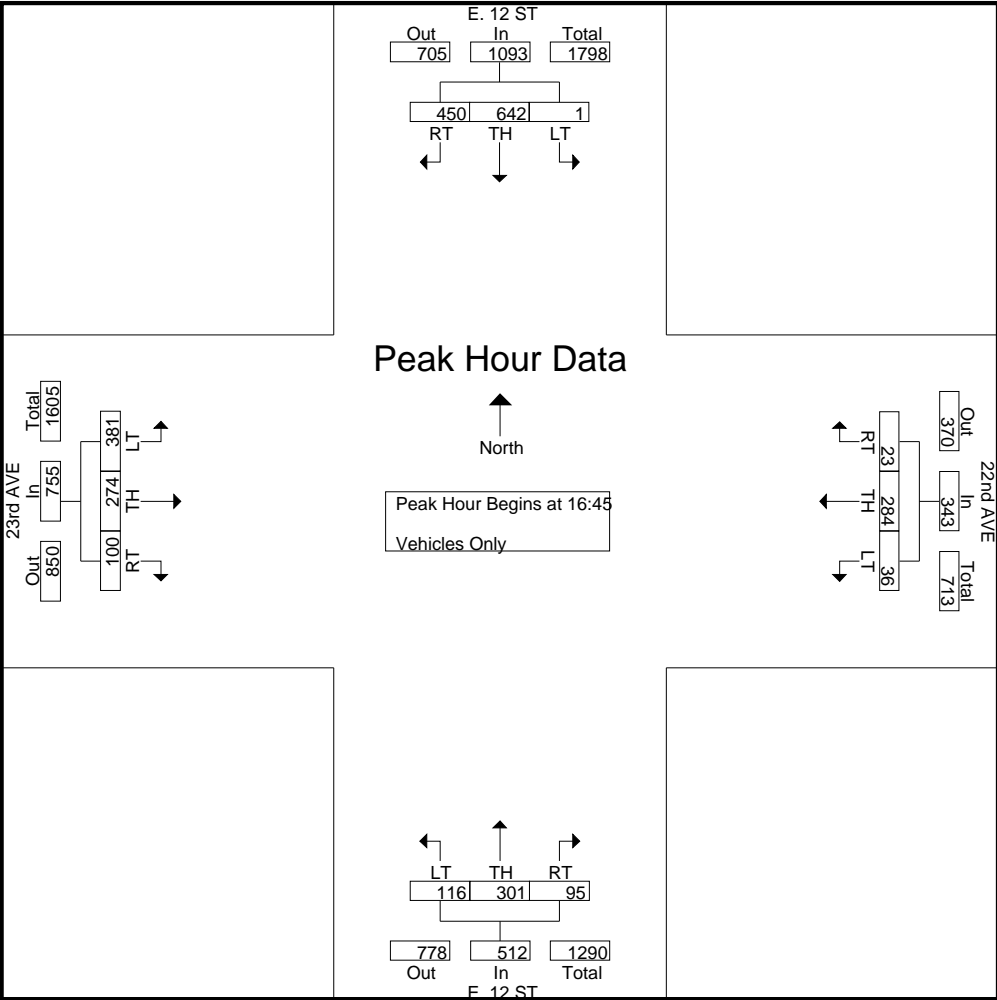
	E. 12 ST Southbound				22nd AVE Westbound				E. 12 ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 17:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 16:45																	
16:45	126	181	0	307	6	69	7	82	18	78	29	125	24	52	79	155	669
17:00	101	172	0	273	8	70	7	85	22	69	35	126	28	57	75	160	644
17:15	122	164	0	286	4	66	9	79	31	86	35	152	24	84	121	229	746
17:30	101	125	1	227	5	79	13	97	24	68	17	109	24	81	106	211	644
Total Volume	450	642	1	1093	23	284	36	343	95	301	116	512	100	274	381	755	2703
% App. Total	41.2	58.7	0.1		6.7	82.8	10.5		18.6	58.8	22.7		13.2	36.3	50.5		
PHF	.893	.887	.250	.890	.719	.899	.692	.884	.766	.875	.829	.842	.893	.815	.787	.824	.906

TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 12th AVE. & 22nd / 23rd Ave.
Latitude: 37.783732
Longitude: -122.238689

File Name : 12-22-p
Site Code : 4
Start Date : 8/16/2022
Page No : 2



TRAFFIC COUNTS PLUS

mietekm@comcast.net
925.305.4358

CITY OF OAKLAND
International Blvd. & 22nd Ave.
Latitude: 37.784572
Longitude: -122.237864

File Name : international-22-a
Site Code : 3
Start Date : 8/16/2022
Page No : 1

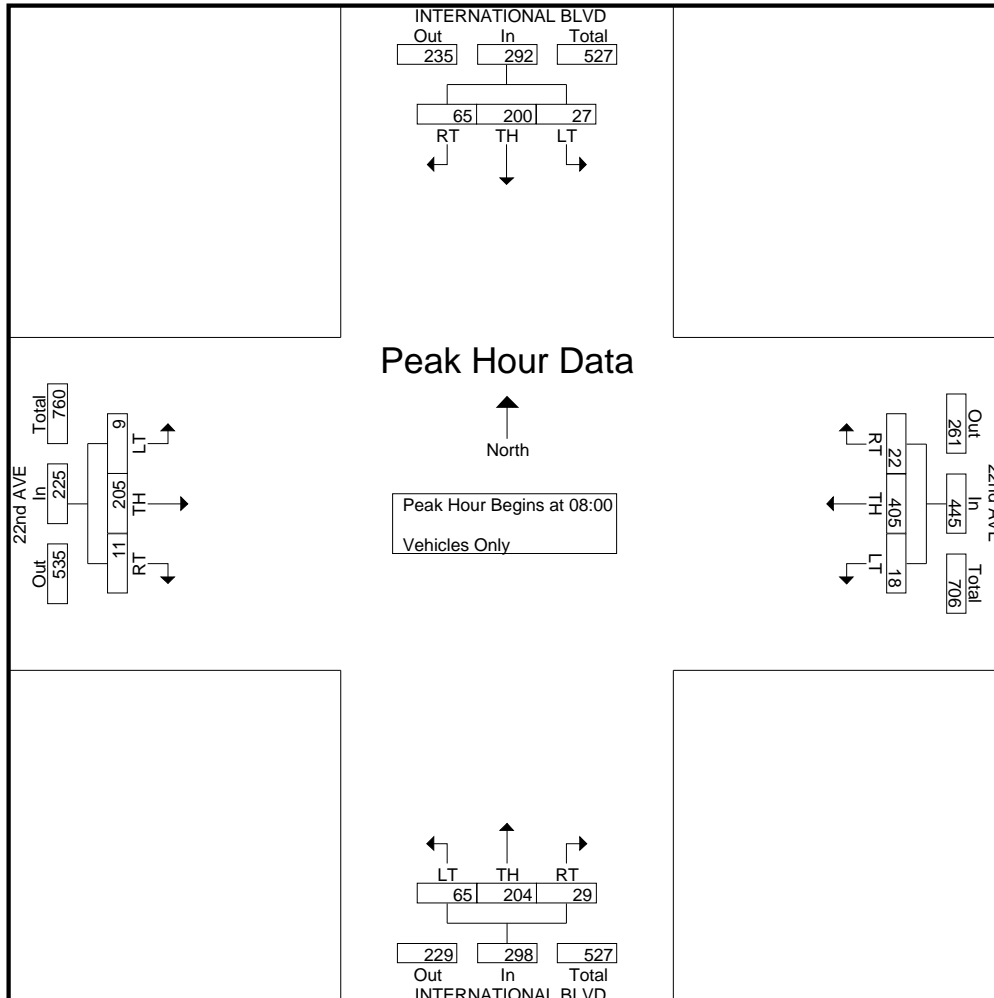
Groups Printed- Vehicles Only

	INTERNATIONAL BLVD Southbound				22nd AVE Westbound				INTERNATIONAL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	12	19	1	32	2	59	3	64	6	27	8	41	2	30	4	36	173
07:15	9	26	1	36	5	75	6	86	4	28	6	38	4	32	3	39	199
07:30	13	27	4	44	10	78	7	95	8	40	13	61	4	29	1	34	234
07:45	12	33	3	48	9	116	4	129	3	46	11	60	2	48	4	54	291
Total	46	105	9	160	26	328	20	374	21	141	38	200	12	139	12	163	897
08:00	18	49	5	72	7	97	3	107	9	43	21	73	6	51	2	59	311
08:15	19	41	8	68	6	113	6	125	4	52	22	78	1	62	0	63	334
08:30	18	61	10	89	6	99	7	112	6	46	10	62	1	44	3	48	311
08:45	10	49	4	63	3	96	2	101	10	63	12	85	3	48	4	55	304
Total	65	200	27	292	22	405	18	445	29	204	65	298	11	205	9	225	1260
Grand Total	111	305	36	452	48	733	38	819	50	345	103	498	23	344	21	388	2157
Apprch %	24.6	67.5	8		5.9	89.5	4.6		10	69.3	20.7		5.9	88.7	5.4		
Total %	5.1	14.1	1.7	21	2.2	34	1.8	38	2.3	16	4.8	23.1	1.1	15.9	1	18	

	INTERNATIONAL BLVD Southbound				22nd AVE Westbound				INTERNATIONAL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
08:00	18	49	5	72	7	97	3	107	9	43	21	73	6	51	2	59	311
08:15	19	41	8	68	6	113	6	125	4	52	22	78	1	62	0	63	334
08:30	18	61	10	89	6	99	7	112	6	46	10	62	1	44	3	48	311
08:45	10	49	4	63	3	96	2	101	10	63	12	85	3	48	4	55	304
Total Volume	65	200	27	292	22	405	18	445	29	204	65	298	11	205	9	225	1260
% App. Total	22.3	68.5	9.2		4.9	91	4		9.7	68.5	21.8		4.9	91.1	4		
PHF	.855	.820	.675	.820	.786	.896	.643	.890	.725	.810	.739	.876	.458	.827	.563	.893	.943

Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 08:00



TRAFFIC COUNTS PLUS

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925.305.4358

CITY OF OAKLAND
International Blvd. & 22nd Ave.
Latitude: 37.784572
Longitude: -122.237864

File Name : international-22-p
Site Code : 3
Start Date : 8/16/2022
Page No : 1

Groups Printed- Vehicles Only

	INTERNATIONAL BLVD Southbound				22nd AVE Westbound				INTERNATIONAL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	12	67	4	83	7	60	10	77	8	32	12	52	9	79	7	95	307
15:15	22	79	8	109	4	65	13	82	11	45	15	71	10	62	7	79	341
15:30	22	74	10	106	5	61	9	75	15	33	13	61	6	75	9	90	332
15:45	18	85	12	115	16	64	7	87	6	54	22	82	14	61	6	81	365
Total	74	305	34	413	32	250	39	321	40	164	62	266	39	277	29	345	1345
16:00	14	70	8	92	6	56	9	71	9	51	19	79	11	78	10	99	341
16:15	20	79	10	109	7	67	17	91	9	25	13	47	9	89	11	109	356
16:30	14	87	15	116	6	56	12	74	8	32	16	56	10	72	7	89	335
16:45	18	74	14	106	10	64	15	89	10	44	10	64	9	64	7	80	339
Total	66	310	47	423	29	243	53	325	36	152	58	246	39	303	35	377	1371
17:00	22	72	8	102	16	59	9	84	12	31	12	55	9	64	9	82	323
17:15	15	73	10	98	9	59	12	80	11	45	13	69	9	99	9	117	364
17:30	21	81	16	118	6	57	10	73	17	47	21	85	9	93	10	112	388
17:45	26	69	7	102	6	63	12	81	8	35	13	56	7	79	6	92	331
Total	84	295	41	420	37	238	43	318	48	158	59	265	34	335	34	403	1406
Grand Total	224	910	122	1256	98	731	135	964	124	474	179	777	112	915	98	1125	4122
Apprch %	17.8	72.5	9.7		10.2	75.8	14		16	61	23		10	81.3	8.7		
Total %	5.4	22.1	3	30.5	2.4	17.7	3.3	23.4	3	11.5	4.3	18.9	2.7	22.2	2.4	27.3	

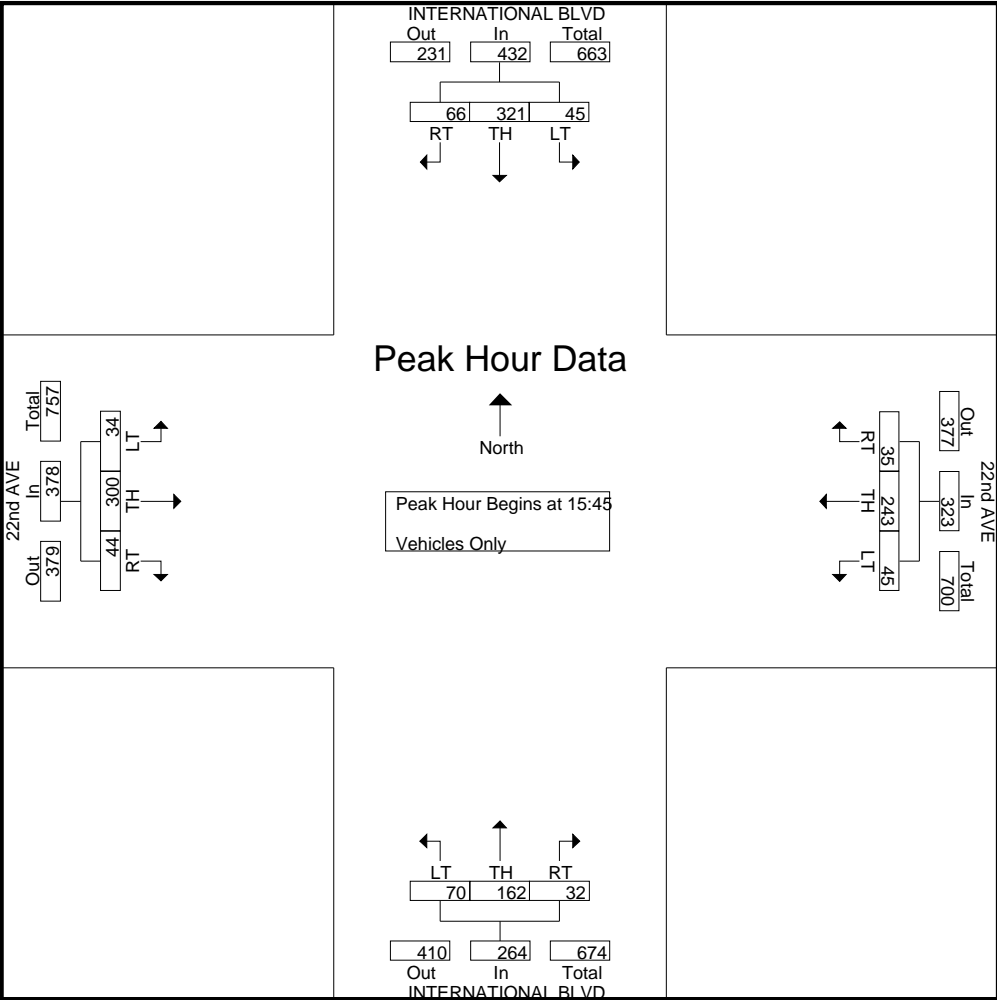
	INTERNATIONAL BLVD Southbound				22nd AVE Westbound				INTERNATIONAL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 16:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 15:45																	
15:45	18	85	12	115	16	64	7	87	6	54	22	82	14	61	6	81	365
16:00	14	70	8	92	6	56	9	71	9	51	19	79	11	78	10	99	341
16:15	20	79	10	109	7	67	17	91	9	25	13	47	9	89	11	109	356
16:30	14	87	15	116	6	56	12	74	8	32	16	56	10	72	7	89	335
Total Volume	66	321	45	432	35	243	45	323	32	162	70	264	44	300	34	378	1397
% App. Total	15.3	74.3	10.4		10.8	75.2	13.9		12.1	61.4	26.5		11.6	79.4	9		
PHF	.825	.922	.750	.931	.547	.907	.662	.887	.889	.750	.795	.805	.786	.843	.773	.867	.957

TRAFFIC COUNTS PLUS

mietekm@comcast.net
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CITY OF OAKLAND
International Blvd. & 22nd Ave.
Latitude: 37.784572
Longitude: -122.237864

File Name : international-22-p
Site Code : 3
Start Date : 8/16/2022
Page No : 2



TRAFFIC COUNTS PLUS

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925.305.4358

CITY OF OAKLAND
E. 15th St. & 22nd Ave.
Latitude: 37.785427
Longitude: -122.237076

File Name : 15-22-a
Site Code : 2
Start Date : 8/16/2022
Page No : 1

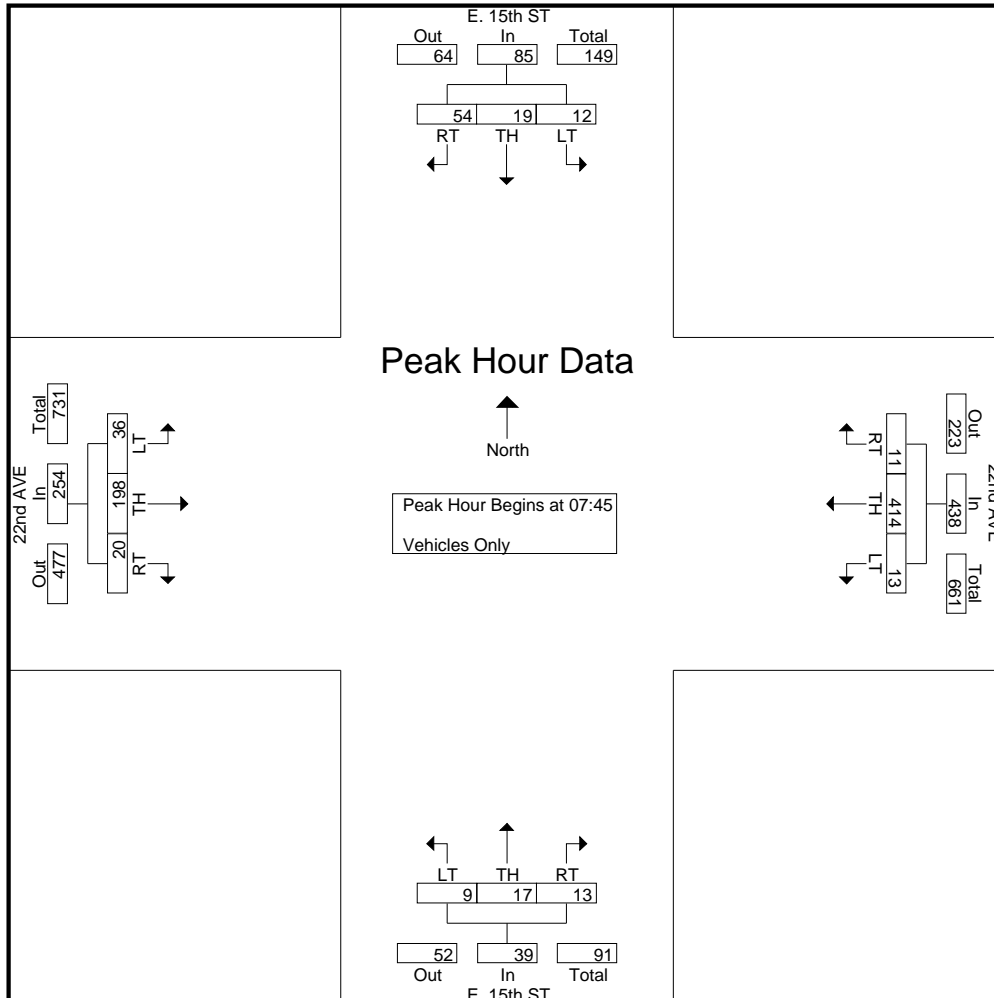
Groups Printed- Vehicles Only

	E. 15th ST Southbound				22nd AVE Westbound				E. 15th ST Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	10	3	2	15	5	50	0	55	4	2	4	10	1	17	16	34	114
07:15	12	5	1	18	1	65	1	67	1	4	2	7	2	20	14	36	128
07:30	16	2	2	20	1	80	1	82	0	5	4	9	4	24	14	42	153
07:45	11	3	1	15	0	120	2	122	2	2	2	6	4	38	8	50	193
Total	49	13	6	68	7	315	4	326	7	13	12	32	11	99	52	162	588
08:00	13	3	6	22	6	95	2	103	2	3	1	6	4	49	11	64	195
08:15	12	6	2	20	2	100	3	105	9	4	3	16	4	64	8	76	217
08:30	18	7	3	28	3	99	6	108	0	8	3	11	8	47	9	64	211
08:45	16	3	2	21	5	78	2	85	2	5	4	11	7	40	14	61	178
Total	59	19	13	91	16	372	13	401	13	20	11	44	23	200	42	265	801
Grand Total	108	32	19	159	23	687	17	727	20	33	23	76	34	299	94	427	1389
Apprch %	67.9	20.1	11.9		3.2	94.5	2.3		26.3	43.4	30.3		8	70	22		
Total %	7.8	2.3	1.4	11.4	1.7	49.5	1.2	52.3	1.4	2.4	1.7	5.5	2.4	21.5	6.8	30.7	

	E. 15th ST Southbound				22nd AVE Westbound				E. 15th ST Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:45	11	3	1	15	0	120	2	122	2	2	2	6	4	38	8	50	193
08:00	13	3	6	22	6	95	2	103	2	3	1	6	4	49	11	64	195
08:15	12	6	2	20	2	100	3	105	9	4	3	16	4	64	8	76	217
08:30	18	7	3	28	3	99	6	108	0	8	3	11	8	47	9	64	211
Total Volume	54	19	12	85	11	414	13	438	13	17	9	39	20	198	36	254	816
% App. Total	63.5	22.4	14.1		2.5	94.5	3		33.3	43.6	23.1		7.9	78	14.2		
PHF	.750	.679	.500	.759	.458	.863	.542	.898	.361	.531	.750	.609	.625	.773	.818	.836	.940

Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 07:45



TRAFFIC COUNTS PLUS

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925.305.4358

CITY OF OAKLAND
E. 15th St. & 22nd Ave.
Latitude: 37.785427
Longitude: -122.237076

File Name : 15-22-p
Site Code : 2
Start Date : 8/16/2022
Page No : 1

Groups Printed- Vehicles Only

	E. 15th ST Southbound				22nd AVE Westbound				E. 15th ST Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	22	7	3	32	2	56	3	61	2	4	2	8	2	73	18	93	194
15:15	25	13	4	42	2	57	5	64	3	2	3	8	1	55	26	82	196
15:30	19	12	7	38	6	53	0	59	1	2	3	6	10	66	22	98	201
15:45	27	15	2	44	11	53	4	68	3	3	4	10	3	61	12	76	198
Total	93	47	16	156	21	219	12	252	9	11	12	32	16	255	78	349	789
16:00	20	10	6	36	5	48	1	54	3	4	1	8	5	68	17	90	188
16:15	26	5	5	36	7	58	2	67	6	1	4	11	9	68	32	109	223
16:30	28	15	4	47	7	47	2	56	4	1	3	8	3	70	16	89	200
16:45	29	15	12	56	4	56	2	62	1	7	1	9	4	64	16	84	211
Total	103	45	27	175	23	209	7	239	14	13	9	36	21	270	81	372	822
17:00	27	16	5	48	6	51	1	58	2	10	1	13	5	56	21	82	201
17:15	29	12	5	46	11	45	3	59	2	8	4	14	4	89	29	122	241
17:30	23	15	6	44	10	50	1	61	2	2	2	6	5	100	22	127	238
17:45	25	6	3	34	4	46	3	53	1	5	1	7	11	59	21	91	185
Total	104	49	19	172	31	192	8	231	7	25	8	40	25	304	93	422	865
Grand Total	300	141	62	503	75	620	27	722	30	49	29	108	62	829	252	1143	2476
Apprch %	59.6	28	12.3		10.4	85.9	3.7		27.8	45.4	26.9		5.4	72.5	22		
Total %	12.1	5.7	2.5	20.3	3	25	1.1	29.2	1.2	2	1.2	4.4	2.5	33.5	10.2	46.2	

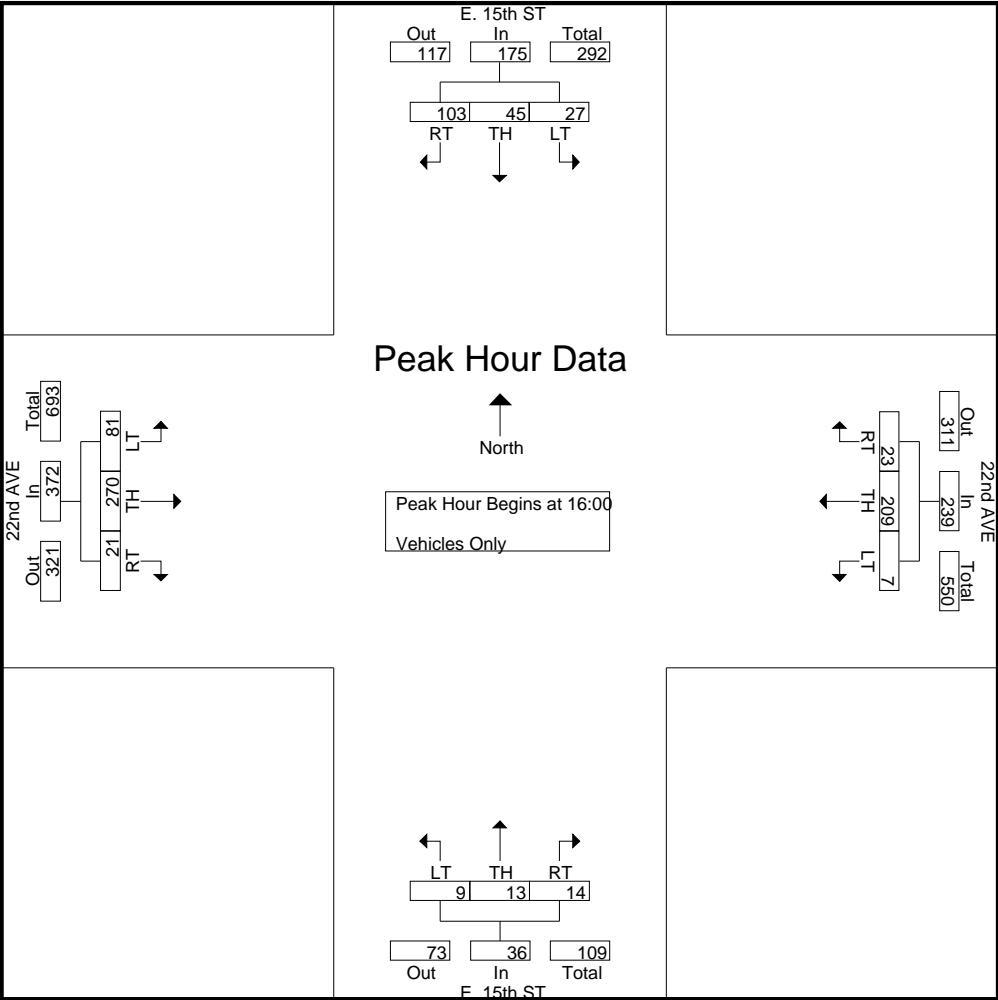
	E. 15th ST Southbound				22nd AVE Westbound				E. 15th ST Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 16:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 16:00																	
16:00	20	10	6	36	5	48	1	54	3	4	1	8	5	68	17	90	188
16:15	26	5	5	36	7	58	2	67	6	1	4	11	9	68	32	109	223
16:30	28	15	4	47	7	47	2	56	4	1	3	8	3	70	16	89	200
16:45	29	15	12	56	4	56	2	62	1	7	1	9	4	64	16	84	211
Total Volume	103	45	27	175	23	209	7	239	14	13	9	36	21	270	81	372	822
% App. Total	58.9	25.7	15.4		9.6	87.4	2.9		38.9	36.1	25		5.6	72.6	21.8		
PHF	.888	.750	.563	.781	.821	.901	.875	.892	.583	.464	.563	.818	.583	.964	.633	.853	.922

TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 15th St. & 22nd Ave.
Latitude: 37.785427
Longitude: -122.237076

File Name : 15-22-p
Site Code : 2
Start Date : 8/16/2022
Page No : 2



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
Foothill Blvd. & 22nd Ave.
Latitude: 37.786243
Longitude: -122.236301

File Name : foothill-22-a
Site Code : 1
Start Date : 8/16/2022
Page No : 1

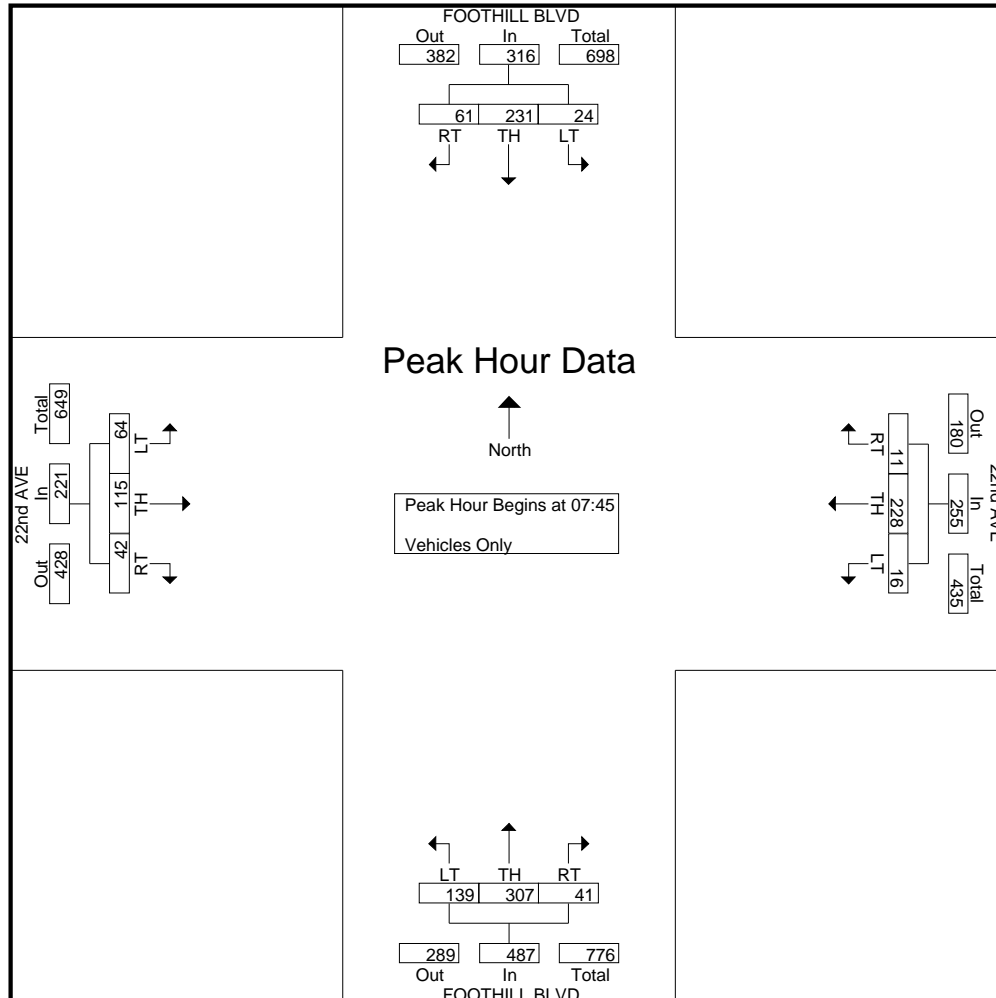
Groups Printed- Vehicles Only

	FOOTHILL BLVD Southbound				22nd AVE Westbound				FOOTHILL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	8	21	1	30	5	25	0	30	0	36	22	58	7	8	6	21	139
07:15	9	26	4	39	2	29	2	33	1	27	27	55	4	12	9	25	152
07:30	15	27	3	45	3	38	2	43	0	45	31	76	7	10	5	22	186
07:45	16	50	4	70	3	68	4	75	5	62	38	105	8	20	13	41	291
Total	48	124	12	184	13	160	8	181	6	170	118	294	26	50	33	109	768
08:00	11	54	3	68	2	51	3	56	8	74	38	120	11	32	11	54	298
08:15	16	58	13	87	3	56	4	63	17	93	33	143	10	41	26	77	370
08:30	18	69	4	91	3	53	5	61	11	78	30	119	13	22	14	49	320
08:45	10	46	3	59	3	46	2	51	5	54	34	93	18	16	11	45	248
Total	55	227	23	305	11	206	14	231	41	299	135	475	52	111	62	225	1236
Grand Total	103	351	35	489	24	366	22	412	47	469	253	769	78	161	95	334	2004
Apprch %	21.1	71.8	7.2		5.8	88.8	5.3		6.1	61	32.9		23.4	48.2	28.4		
Total %	5.1	17.5	1.7	24.4	1.2	18.3	1.1	20.6	2.3	23.4	12.6	38.4	3.9	8	4.7	16.7	

	FOOTHILL BLVD Southbound				22nd AVE Westbound				FOOTHILL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:45	16	50	4	70	3	68	4	75	5	62	38	105	8	20	13	41	291
08:00	11	54	3	68	2	51	3	56	8	74	38	120	11	32	11	54	298
08:15	16	58	13	87	3	56	4	63	17	93	33	143	10	41	26	77	370
08:30	18	69	4	91	3	53	5	61	11	78	30	119	13	22	14	49	320
Total Volume	61	231	24	316	11	228	16	255	41	307	139	487	42	115	64	221	1279
% App. Total	19.3	73.1	7.6		4.3	89.4	6.3		8.4	63	28.5		19	52	29		
PHF	.847	.837	.462	.868	.917	.838	.800	.850	.603	.825	.914	.851	.808	.701	.615	.718	.864

Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 07:45



TRAFFIC COUNTS PLUS

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925.305.4358

CITY OF OAKLAND
Foothill Blvd. & 22nd Ave.
Latitude: 37.786243
Longitude: -122.236301

File Name : foothill-22-p
Site Code : 1
Start Date : 8/16/2022
Page No : 1

Groups Printed- Vehicles Only

	FOOTHILL BLVD Southbound				22nd AVE Westbound				FOOTHILL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	12	54	0	66	0	24	2	26	4	35	23	62	11	32	24	67	221
15:15	16	64	0	80	4	24	2	30	6	40	25	71	11	31	18	60	241
15:30	10	58	4	72	0	29	2	31	2	52	19	73	18	30	23	71	247
15:45	19	73	9	101	4	25	4	33	2	38	24	64	8	35	22	65	263
Total	57	249	13	319	8	102	10	120	14	165	91	270	48	128	87	263	972
16:00	9	64	4	77	1	30	4	35	2	56	16	74	19	46	20	85	271
16:15	8	67	5	80	2	36	3	41	3	43	22	68	17	44	12	73	262
16:30	13	72	0	85	1	23	0	24	4	46	17	67	26	38	14	78	254
16:45	8	64	1	73	0	30	0	30	5	53	27	85	28	23	26	77	265
Total	38	267	10	315	4	119	7	130	14	198	82	294	90	151	72	313	1052
17:00	13	72	4	89	4	20	0	24	4	44	23	71	19	31	16	66	250
17:15	12	77	3	92	2	28	0	30	0	52	17	69	18	54	25	97	288
17:30	9	57	4	70	1	33	0	34	7	51	16	74	20	44	26	90	268
17:45	8	63	10	81	4	25	4	33	11	59	22	92	16	38	20	74	280
Total	42	269	21	332	11	106	4	121	22	206	78	306	73	167	87	327	1086
Grand Total	137	785	44	966	23	327	21	371	50	569	251	870	211	446	246	903	3110
Apprch %	14.2	81.3	4.6		6.2	88.1	5.7		5.7	65.4	28.9		23.4	49.4	27.2		
Total %	4.4	25.2	1.4	31.1	0.7	10.5	0.7	11.9	1.6	18.3	8.1	28	6.8	14.3	7.9	29	

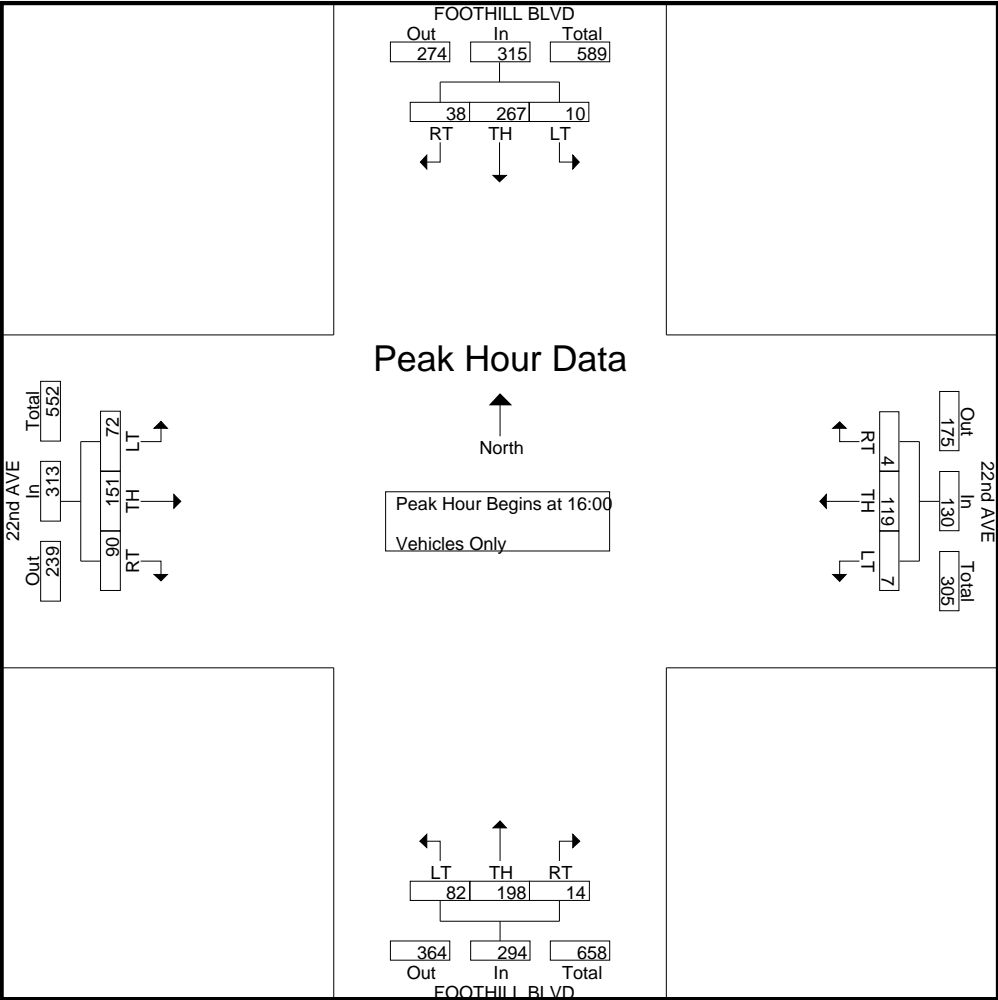
	FOOTHILL BLVD Southbound				22nd AVE Westbound				FOOTHILL BLVD Northbound				22nd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 16:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 16:00																	
16:00	9	64	4	77	1	30	4	35	2	56	16	74	19	46	20	85	271
16:15	8	67	5	80	2	36	3	41	3	43	22	68	17	44	12	73	262
16:30	13	72	0	85	1	23	0	24	4	46	17	67	26	38	14	78	254
16:45	8	64	1	73	0	30	0	30	5	53	27	85	28	23	26	77	265
Total Volume	38	267	10	315	4	119	7	130	14	198	82	294	90	151	72	313	1052
% App. Total	12.1	84.8	3.2		3.1	91.5	5.4		4.8	67.3	27.9		28.8	48.2	23		
PHF	.731	.927	.500	.926	.500	.826	.438	.793	.700	.884	.759	.865	.804	.821	.692	.921	.970

TRAFFIC COUNTS PLUS

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925.305.4358

CITY OF OAKLAND
Foothill Blvd. & 22nd Ave.
Latitude: 37.786243
Longitude: -122.236301

File Name : foothill-22-p
Site Code : 1
Start Date : 8/16/2022
Page No : 2



TRAFFIC COUNTS PLUS

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925.305.4358

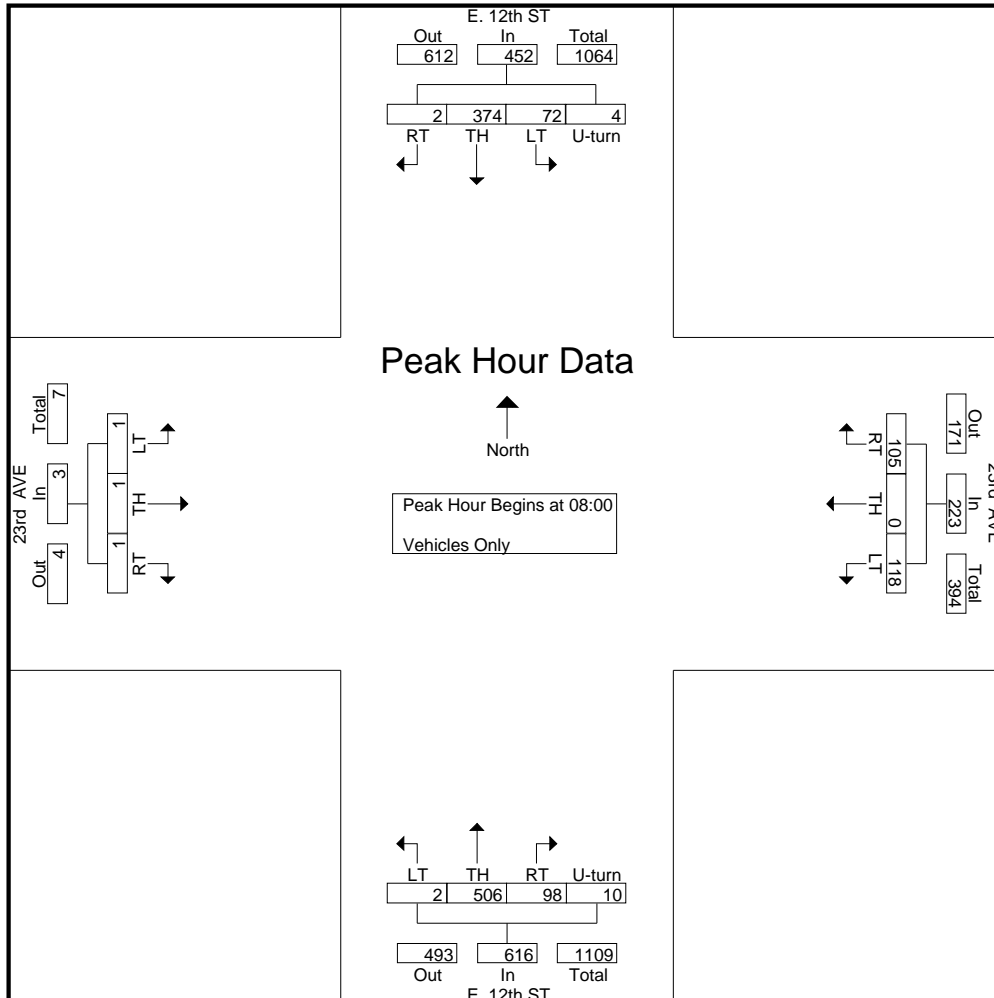
CITY OF OAKLAND
E. 12th ST. & 23rd Ave.
Latitude: 37.782552
Longitude: -122.236735

File Name : 12-23-a
Site Code : 8
Start Date : 8/17/2022
Page No : 1

Groups Printed- Vehicles Only

	E. 12th ST Southbound					23rd AVE Westbound				E. 12th ST Northbound					23rd AVE Eastbound				
Start Time	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	1	27	3	1	32	21	0	7	28	7	54	0	1	62	0	0	0	0	122
07:15	0	38	6	2	46	19	0	13	32	18	72	2	1	93	0	1	1	2	173
07:30	1	41	7	3	52	26	0	13	39	14	71	0	0	85	0	1	0	1	177
07:45	0	58	7	2	67	30	0	19	49	16	97	0	1	114	0	0	0	0	230
Total	2	164	23	8	197	96	0	52	148	55	294	2	3	354	0	2	1	3	702
08:00	0	86	17	0	103	37	0	27	64	29	114	0	1	144	0	0	0	0	311
08:15	0	80	18	1	99	17	0	38	55	29	149	1	3	182	0	1	1	2	338
08:30	0	107	19	2	128	31	0	30	61	21	135	1	4	161	0	0	0	0	350
08:45	2	101	18	1	122	20	0	23	43	19	108	0	2	129	1	0	0	1	295
Total	2	374	72	4	452	105	0	118	223	98	506	2	10	616	1	1	1	3	1294
Grand Total	4	538	95	12	649	201	0	170	371	153	800	4	13	970	1	3	2	6	1996
Apprch %	0.6	82.9	14.6	1.8		54.2	0	45.8		15.8	82.5	0.4	1.3		16.7	50	33.3		
Total %	0.2	27	4.8	0.6	32.5	10.1	0	8.5	18.6	7.7	40.1	0.2	0.7	48.6	0.1	0.2	0.1	0.3	

	E. 12th ST Southbound					23rd AVE Westbound				E. 12th ST Northbound					23rd AVE Eastbound				
Start Time	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 08:00																			
08:00	0	86	17	0	103	37	0	27	64	29	114	0	1	144	0	0	0	0	311
08:15	0	80	18	1	99	17	0	38	55	29	149	1	3	182	0	1	1	2	338
08:30	0	107	19	2	128	31	0	30	61	21	135	1	4	161	0	0	0	0	350
08:45	2	101	18	1	122	20	0	23	43	19	108	0	2	129	1	0	0	1	295
Total Volume	2	374	72	4	452	105	0	118	223	98	506	2	10	616	1	1	1	3	1294
% App. Total	0.4	82.7	15.9	0.9		47.1	0	52.9		15.9	82.1	0.3	1.6		33.3	33.3	33.3		
PHF	.250	.874	.947	.500	.883	.709	.000	.776	.871	.845	.849	.500	.625	.846	.250	.250	.250	.375	.924



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 12th ST. & 23rd Ave.
Latitude: 37.782552
Longitude: -122.236735

File Name : 12-23-p
Site Code : 8
Start Date : 8/17/2022
Page No : 1

Groups Printed- Vehicles Only

	E. 12th ST Southbound					23rd AVE Westbound				E. 12th ST Northbound					23rd AVE Eastbound				
Start Time	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	0	108	19	3	130	11	0	27	38	23	100	1	2	126	3	0	1	4	298
15:15	0	127	23	1	151	18	0	24	42	23	79	0	7	109	1	0	0	1	303
15:30	0	165	23	3	191	16	0	27	43	27	81	2	1	111	1	0	1	2	347
15:45	0	174	32	1	207	21	1	19	41	27	92	0	3	122	0	0	0	0	370
Total	0	574	97	8	679	66	1	97	164	100	352	3	13	468	5	0	2	7	1318
16:00	0	162	25	3	190	17	0	30	47	28	83	1	4	116	1	0	0	1	354
16:15	0	173	28	0	201	15	0	20	35	46	84	0	12	142	2	0	1	3	381
16:30	1	186	32	3	222	13	0	19	32	25	84	0	3	112	1	0	4	5	371
16:45	1	192	25	2	220	16	1	25	42	29	82	0	3	114	3	1	0	4	380
Total	2	713	110	8	833	61	1	94	156	128	333	1	22	484	7	1	5	13	1486
17:00	0	192	31	3	226	19	1	21	41	37	93	0	6	136	5	5	8	18	421
17:15	1	184	38	3	226	20	0	30	50	30	105	1	4	140	2	1	6	9	425
17:30	0	162	41	2	205	21	0	22	43	35	76	0	10	121	1	0	1	2	371
17:45	0	183	32	1	216	13	1	19	33	30	92	0	6	128	0	1	0	1	378
Total	1	721	142	9	873	73	2	92	167	132	366	1	26	525	8	7	15	30	1595
Grand Total	3	2008	349	25	2385	200	4	283	487	360	1051	5	61	1477	20	8	22	50	4399
Apprch %	0.1	84.2	14.6	1		41.1	0.8	58.1		24.4	71.2	0.3	4.1		40	16	44		
Total %	0.1	45.6	7.9	0.6	54.2	4.5	0.1	6.4	11.1	8.2	23.9	0.1	1.4	33.6	0.5	0.2	0.5	1.1	

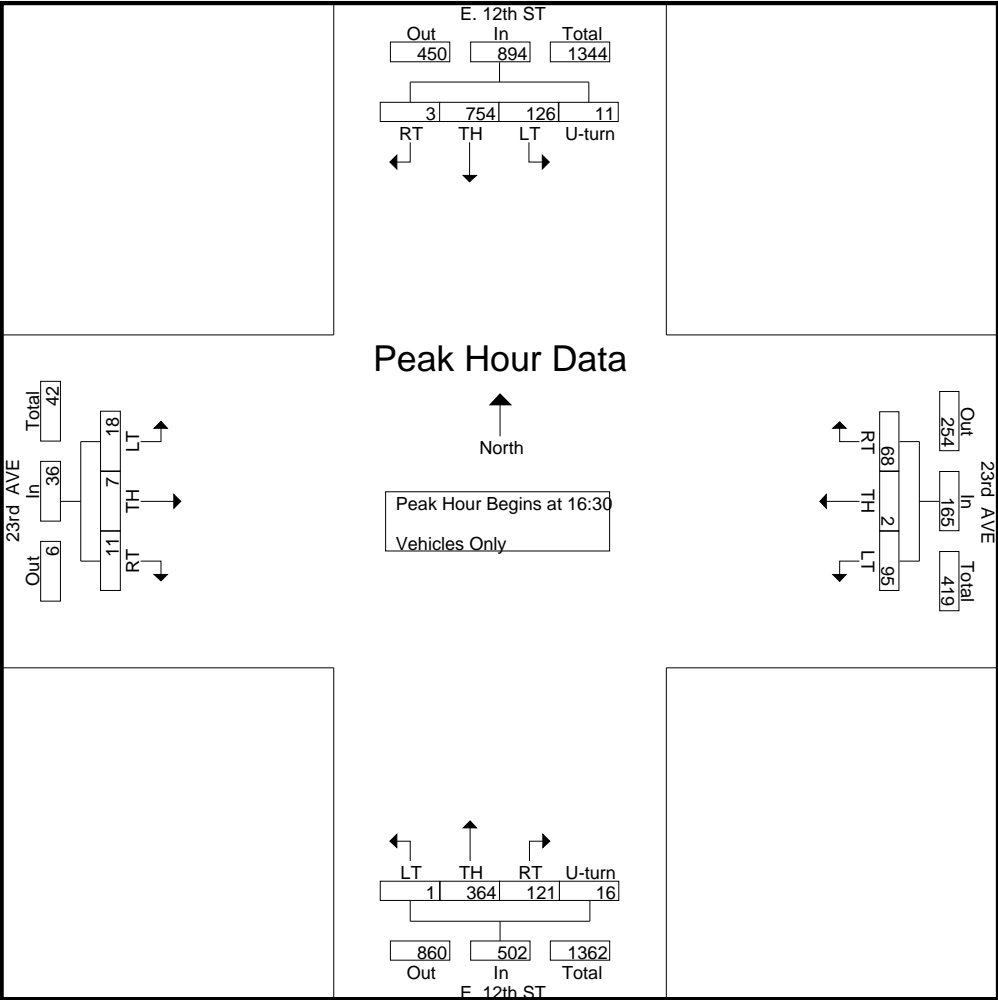
	E. 12th ST Southbound					23rd AVE Westbound				E. 12th ST Northbound					23rd AVE Eastbound				
Start Time	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	RT	TH	LT	U-turn	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 17:45 - Peak 1 of 1																			
Peak Hour for Entire Intersection Begins at 16:30																			
16:30	1	186	32	3	222	13	0	19	32	25	84	0	3	112	1	0	4	5	371
16:45	1	192	25	2	220	16	1	25	42	29	82	0	3	114	3	1	0	4	380
17:00	0	192	31	3	226	19	1	21	41	37	93	0	6	136	5	5	8	18	421
17:15	1	184	38	3	226	20	0	30	50	30	105	1	4	140	2	1	6	9	425
Total Volume	3	754	126	11	894	68	2	95	165	121	364	1	16	502	11	7	18	36	1597
% App. Total	0.3	84.3	14.1	1.2		41.2	1.2	57.6		24.1	72.5	0.2	3.2		30.6	19.4	50		
PHF	.750	.982	.829	.917	.989	.850	.500	.792	.825	.818	.867	.250	.667	.896	.550	.350	.563	.500	.939

TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 12th ST. & 23rd Ave.
Latitude: 37.782552
Longitude: -122.236735

File Name : 12-23-p
Site Code : 8
Start Date : 8/17/2022
Page No : 2



TRAFFIC COUNTS PLUS

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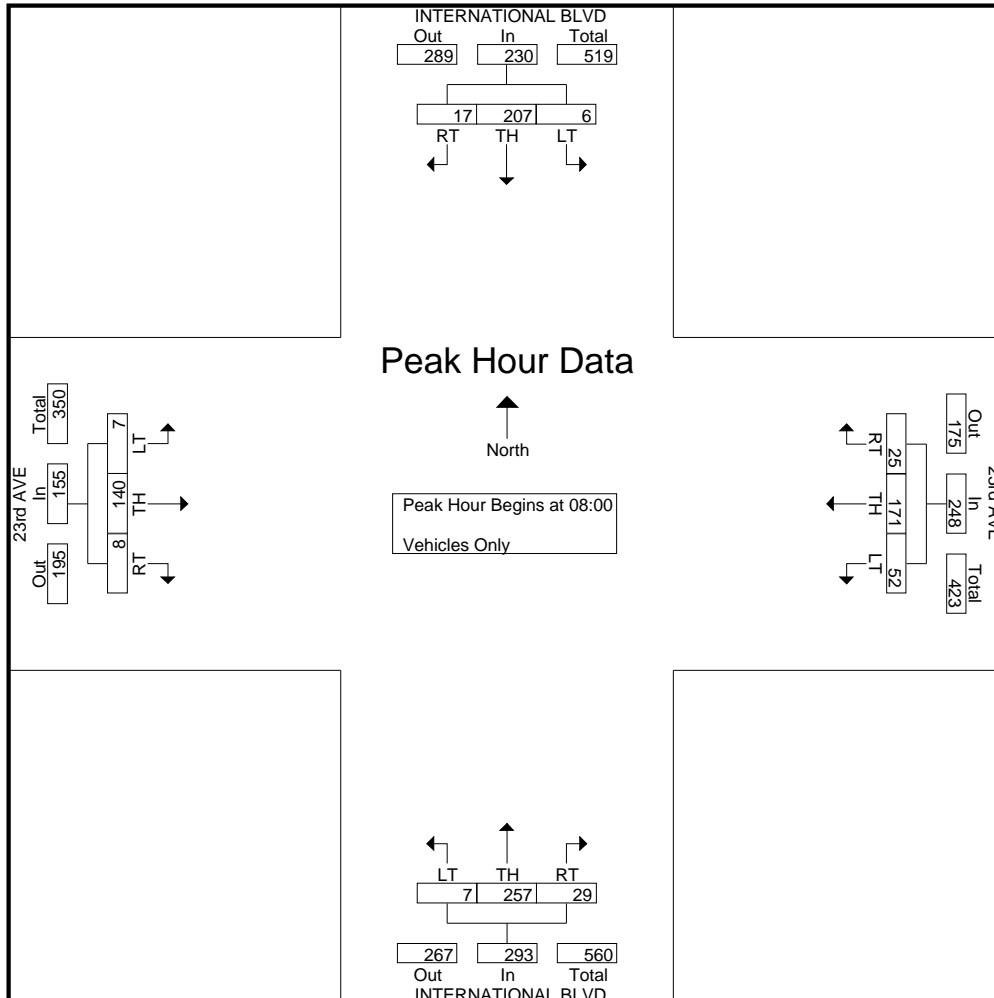
CITY OF OAKLAND
International Blvd. & 23rd Ave.
Latitude: 37.783409
Longitude: -122.235947

File Name : international-23-a
Site Code : 7
Start Date : 8/17/2022
Page No : 1

Groups Printed- Vehicles Only

	INTERNATIONAL BLVD Southbound				23rd AVE Westbound				INTERNATIONAL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	1	22	0	23	3	20	5	28	0	38	3	41	2	9	1	12	104
07:15	4	35	1	40	2	23	8	33	1	50	2	53	0	22	0	22	148
07:30	1	31	2	34	3	33	3	39	7	45	3	55	2	22	3	27	155
07:45	2	36	3	41	4	44	8	56	10	57	4	71	1	23	0	24	192
Total	8	124	6	138	12	120	24	156	18	190	12	220	5	76	4	85	599
08:00	4	30	0	34	4	30	6	40	5	47	3	55	2	26	0	28	157
08:15	4	53	3	60	7	50	14	71	9	72	0	81	2	45	2	49	261
08:30	3	65	1	69	3	50	17	70	8	62	2	72	3	39	3	45	256
08:45	6	59	2	67	11	41	15	67	7	76	2	85	1	30	2	33	252
Total	17	207	6	230	25	171	52	248	29	257	7	293	8	140	7	155	926
Grand Total	25	331	12	368	37	291	76	404	47	447	19	513	13	216	11	240	1525
Apprch %	6.8	89.9	3.3		9.2	72	18.8		9.2	87.1	3.7		5.4	90	4.6		
Total %	1.6	21.7	0.8	24.1	2.4	19.1	5	26.5	3.1	29.3	1.2	33.6	0.9	14.2	0.7	15.7	

	INTERNATIONAL BLVD Southbound				23rd AVE Westbound				INTERNATIONAL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00																	
08:00	4	30	0	34	4	30	6	40	5	47	3	55	2	26	0	28	157
08:15	4	53	3	60	7	50	14	71	9	72	0	81	2	45	2	49	261
08:30	3	65	1	69	3	50	17	70	8	62	2	72	3	39	3	45	256
08:45	6	59	2	67	11	41	15	67	7	76	2	85	1	30	2	33	252
Total Volume	17	207	6	230	25	171	52	248	29	257	7	293	8	140	7	155	926
% App. Total	7.4	90	2.6		10.1	69	21		9.9	87.7	2.4		5.2	90.3	4.5		
PHF	.708	.796	.500	.833	.568	.855	.765	.873	.806	.845	.583	.862	.667	.778	.583	.791	.887



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
International Blvd. & 23rd Ave.
Latitude: 37.783409
Longitude: -122.235947

File Name : international-23-p
Site Code : 7
Start Date : 8/17/2022
Page No : 1

Groups Printed- Vehicles Only

	INTERNATIONAL BLVD Southbound				23rd AVE Westbound				INTERNATIONAL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	8	81	0	89	3	31	10	44	96	63	4	163	0	38	3	41	337
15:15	4	74	1	79	6	35	9	50	4	65	3	72	3	40	3	46	247
15:30	6	93	3	102	4	38	11	53	9	59	3	71	4	40	3	47	273
15:45	5	100	5	110	6	34	8	48	12	63	3	78	6	55	1	62	298
Total	23	348	9	380	19	138	38	195	121	250	13	384	13	173	10	196	1155
16:00	4	89	4	97	3	37	13	53	9	73	2	84	5	45	4	54	288
16:15	4	108	6	118	3	28	14	45	3	54	3	60	2	62	5	69	292
16:30	3	86	2	91	8	26	16	50	16	79	2	97	1	58	0	59	297
16:45	8	86	4	98	3	36	13	52	6	43	2	51	2	53	4	59	260
Total	19	369	16	404	17	127	56	200	34	249	9	292	10	218	13	241	1137
17:00	8	105	0	113	3	29	6	38	11	60	2	73	2	53	4	59	283
17:15	12	87	1	100	6	39	12	57	12	53	3	68	1	70	4	75	300
17:30	7	113	3	123	4	30	9	43	11	70	4	85	2	73	4	79	330
17:45	4	95	3	102	6	24	16	46	9	68	1	78	1	57	4	62	288
Total	31	400	7	438	19	122	43	184	43	251	10	304	6	253	16	275	1201
Grand Total	73	1117	32	1222	55	387	137	579	198	750	32	980	29	644	39	712	3493
Apprch %	6	91.4	2.6		9.5	66.8	23.7		20.2	76.5	3.3		4.1	90.4	5.5		
Total %	2.1	32	0.9	35	1.6	11.1	3.9	16.6	5.7	21.5	0.9	28.1	0.8	18.4	1.1	20.4	

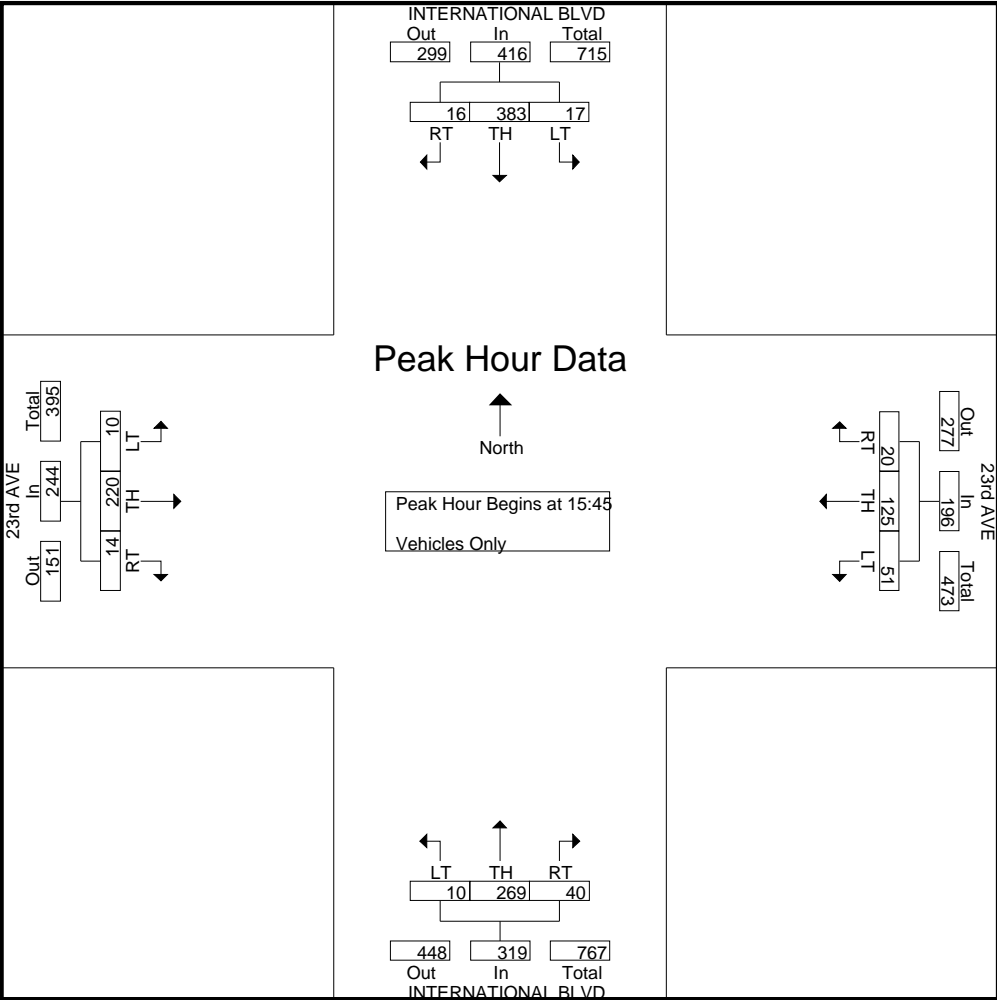
	INTERNATIONAL BLVD Southbound				23rd AVE Westbound				INTERNATIONAL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 16:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 15:45																	
15:45	5	100	5	110	6	34	8	48	12	63	3	78	6	55	1	62	298
16:00	4	89	4	97	3	37	13	53	9	73	2	84	5	45	4	54	288
16:15	4	108	6	118	3	28	14	45	3	54	3	60	2	62	5	69	292
16:30	3	86	2	91	8	26	16	50	16	79	2	97	1	58	0	59	297
Total Volume	16	383	17	416	20	125	51	196	40	269	10	319	14	220	10	244	1175
% App. Total	3.8	92.1	4.1		10.2	63.8	26		12.5	84.3	3.1		5.7	90.2	4.1		
PHF	.800	.887	.708	.881	.625	.845	.797	.925	.625	.851	.833	.822	.583	.887	.500	.884	.986

TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
International Blvd. & 23rd Ave.
Latitude: 37.783409
Longitude: -122.235947

File Name : international-23-p
Site Code : 7
Start Date : 8/17/2022
Page No : 2



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 15th St. & 23rd Ave.
Latitude: 37.784259
Longitude: -122.235158

File Name : 15-23-a
Site Code : 6
Start Date : 8/17/2022
Page No : 1

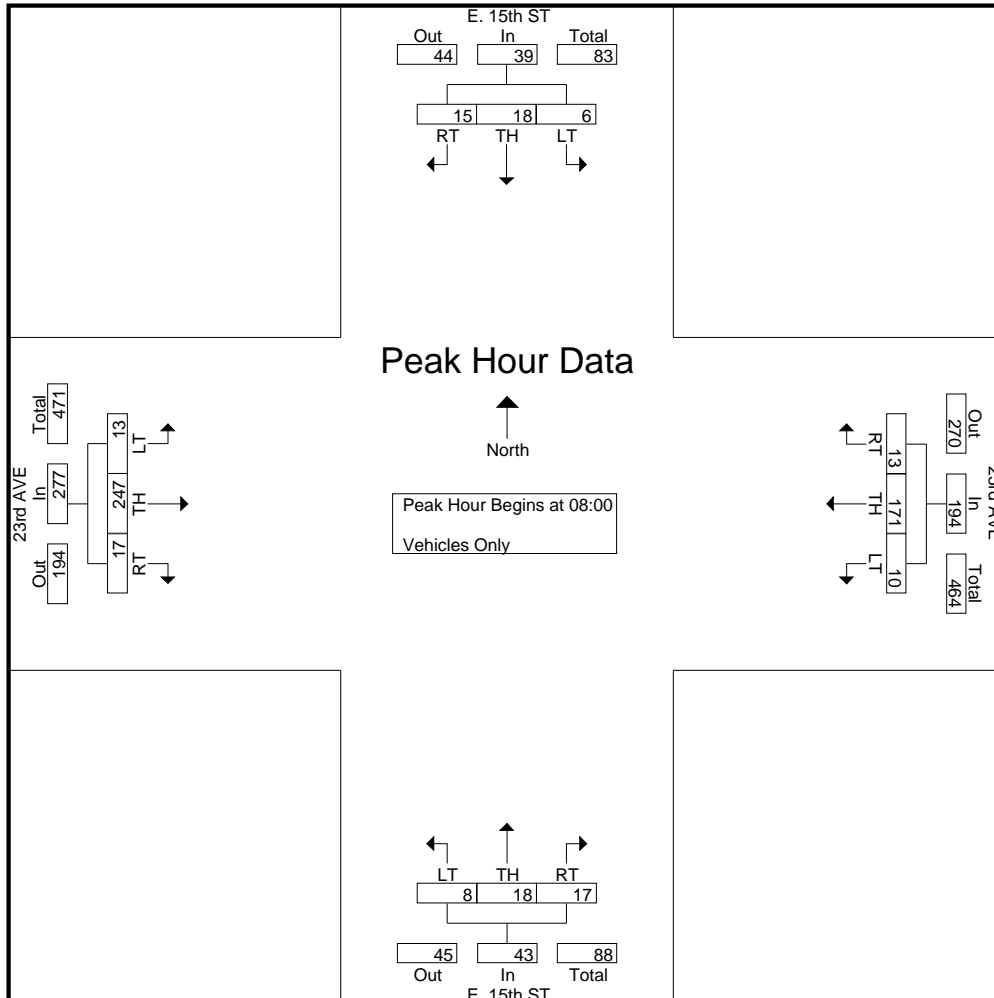
Groups Printed- Vehicles Only

	E. 15th ST Southbound				23rd AVE Westbound				E. 15th ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	2	3	1	6	3	8	0	11	3	2	0	5	3	24	2	29	51
07:15	0	1	3	4	1	23	1	25	2	2	2	6	1	28	1	30	65
07:30	1	6	2	9	1	26	3	30	2	1	2	5	1	37	0	38	82
07:45	3	5	2	10	4	29	3	36	1	4	0	5	4	51	0	55	106
Total	6	15	8	29	9	86	7	102	8	9	4	21	9	140	3	152	304
08:00	6	5	3	14	1	44	3	48	4	2	1	7	4	58	3	65	134
08:15	2	5	1	8	5	49	3	57	6	4	2	12	5	64	1	70	147
08:30	3	7	1	11	5	42	2	49	3	8	1	12	4	67	4	75	147
08:45	4	1	1	6	2	36	2	40	4	4	4	12	4	58	5	67	125
Total	15	18	6	39	13	171	10	194	17	18	8	43	17	247	13	277	553
Grand Total	21	33	14	68	22	257	17	296	25	27	12	64	26	387	16	429	857
Apprch %	30.9	48.5	20.6		7.4	86.8	5.7		39.1	42.2	18.8		6.1	90.2	3.7		
Total %	2.5	3.9	1.6	7.9	2.6	30	2	34.5	2.9	3.2	1.4	7.5	3	45.2	1.9	50.1	

	E. 15th ST Southbound				23rd AVE Westbound				E. 15th ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
08:00	6	5	3	14	1	44	3	48	4	2	1	7	4	58	3	65	134
08:15	2	5	1	8	5	49	3	57	6	4	2	12	5	64	1	70	147
08:30	3	7	1	11	5	42	2	49	3	8	1	12	4	67	4	75	147
08:45	4	1	1	6	2	36	2	40	4	4	4	12	4	58	5	67	125
Total Volume	15	18	6	39	13	171	10	194	17	18	8	43	17	247	13	277	553
% App. Total	38.5	46.2	15.4		6.7	88.1	5.2		39.5	41.9	18.6		6.1	89.2	4.7		
PHF	.625	.643	.500	.696	.650	.872	.833	.851	.708	.563	.500	.896	.850	.922	.650	.923	.940

Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 08:00



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 15th St. & 23rd Ave.
Latitude: 37.784259
Longitude: -122.235158

File Name : 15-23-p
Site Code : 6
Start Date : 8/17/2022
Page No : 1

Groups Printed- Vehicles Only

	E. 15th ST Southbound				23rd AVE Westbound				E. 15th ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	6	1	1	8	4	31	2	37	1	3	0	4	0	43	4	47	96
15:15	4	7	2	13	1	51	1	53	3	3	0	6	2	42	0	44	116
15:30	2	7	6	15	7	45	4	56	0	1	2	3	5	44	1	50	124
15:45	6	13	3	22	5	40	6	51	8	3	3	14	8	59	5	72	159
Total	18	28	12	58	17	167	13	197	12	10	5	27	15	188	10	213	495
16:00	3	11	3	17	2	43	3	48	3	5	3	11	2	54	1	57	133
16:15	3	8	3	14	1	40	6	47	3	2	2	7	3	66	2	71	139
16:30	7	6	3	16	1	44	3	48	3	3	0	6	5	64	1	70	140
16:45	4	10	9	23	1	40	4	45	2	4	2	8	7	53	4	64	140
Total	17	35	18	70	5	167	16	188	11	14	7	32	17	237	8	262	552
17:00	2	12	7	21	1	38	3	42	3	3	3	9	5	56	1	62	134
17:15	6	4	2	12	1	48	2	51	3	1	3	7	9	67	6	82	152
17:30	3	13	5	21	0	28	6	34	7	4	5	16	3	84	2	89	160
17:45	3	14	8	25	5	39	5	49	4	2	1	7	5	67	1	73	154
Total	14	43	22	79	7	153	16	176	17	10	12	39	22	274	10	306	600
Grand Total	49	106	52	207	29	487	45	561	40	34	24	98	54	699	28	781	1647
Apprch %	23.7	51.2	25.1		5.2	86.8	8		40.8	34.7	24.5		6.9	89.5	3.6		
Total %	3	6.4	3.2	12.6	1.8	29.6	2.7	34.1	2.4	2.1	1.5	6	3.3	42.4	1.7	47.4	

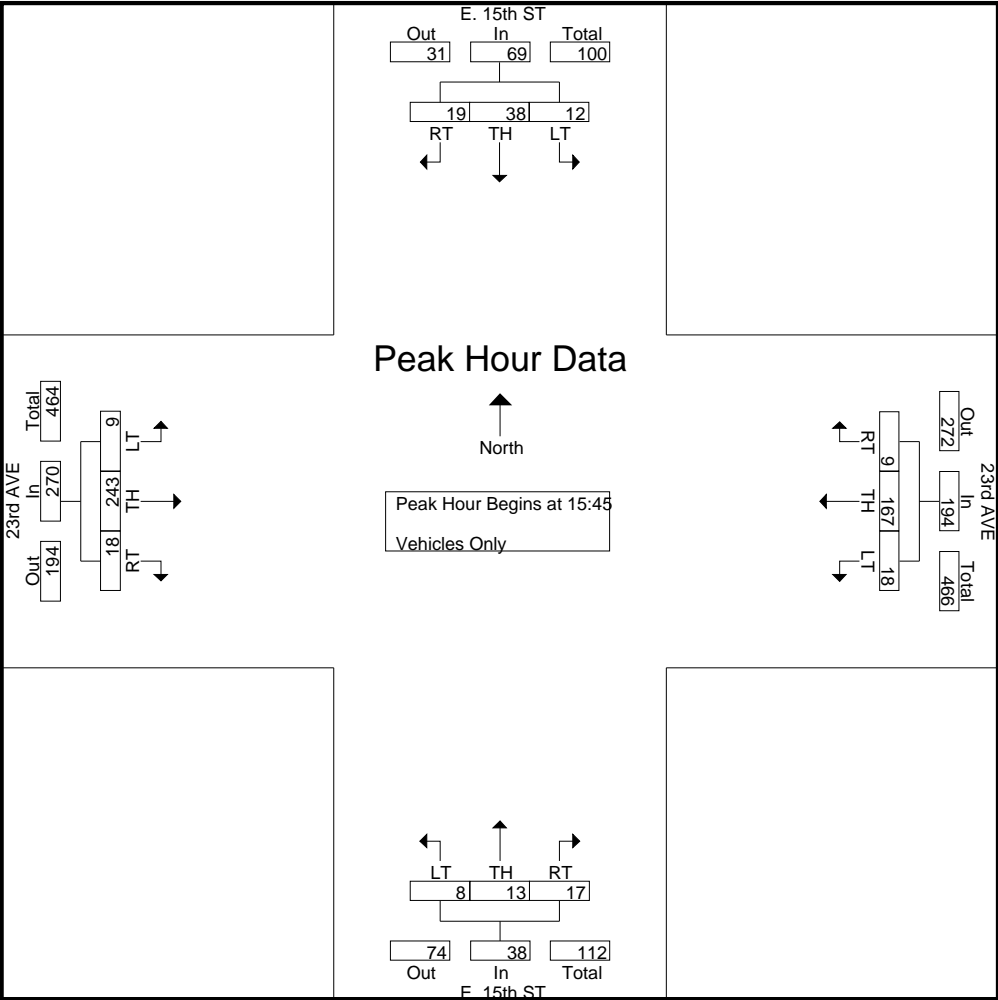
	E. 15th ST Southbound				23rd AVE Westbound				E. 15th ST Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 16:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 15:45																	
15:45	6	13	3	22	5	40	6	51	8	3	3	14	8	59	5	72	159
16:00	3	11	3	17	2	43	3	48	3	5	3	11	2	54	1	57	133
16:15	3	8	3	14	1	40	6	47	3	2	2	7	3	66	2	71	139
16:30	7	6	3	16	1	44	3	48	3	3	0	6	5	64	1	70	140
Total Volume	19	38	12	69	9	167	18	194	17	13	8	38	18	243	9	270	571
% App. Total	27.5	55.1	17.4		4.6	86.1	9.3		44.7	34.2	21.1		6.7	90	3.3		
PHF	.679	.731	1.00	.784	.450	.949	.750	.951	.531	.650	.667	.679	.563	.920	.450	.938	.898

TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
E. 15th St. & 23rd Ave.
Latitude: 37.784259
Longitude: -122.235158

File Name : 15-23-p
Site Code : 6
Start Date : 8/17/2022
Page No : 2



TRAFFIC COUNTS PLUS

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CITY OF OAKLAND
Foothill Blvd. & 23rd Ave.
Latitude: 37.785187
Longitude: -122.234128

File Name : foothill-23-a
Site Code : 5
Start Date : 8/17/2022
Page No : 1

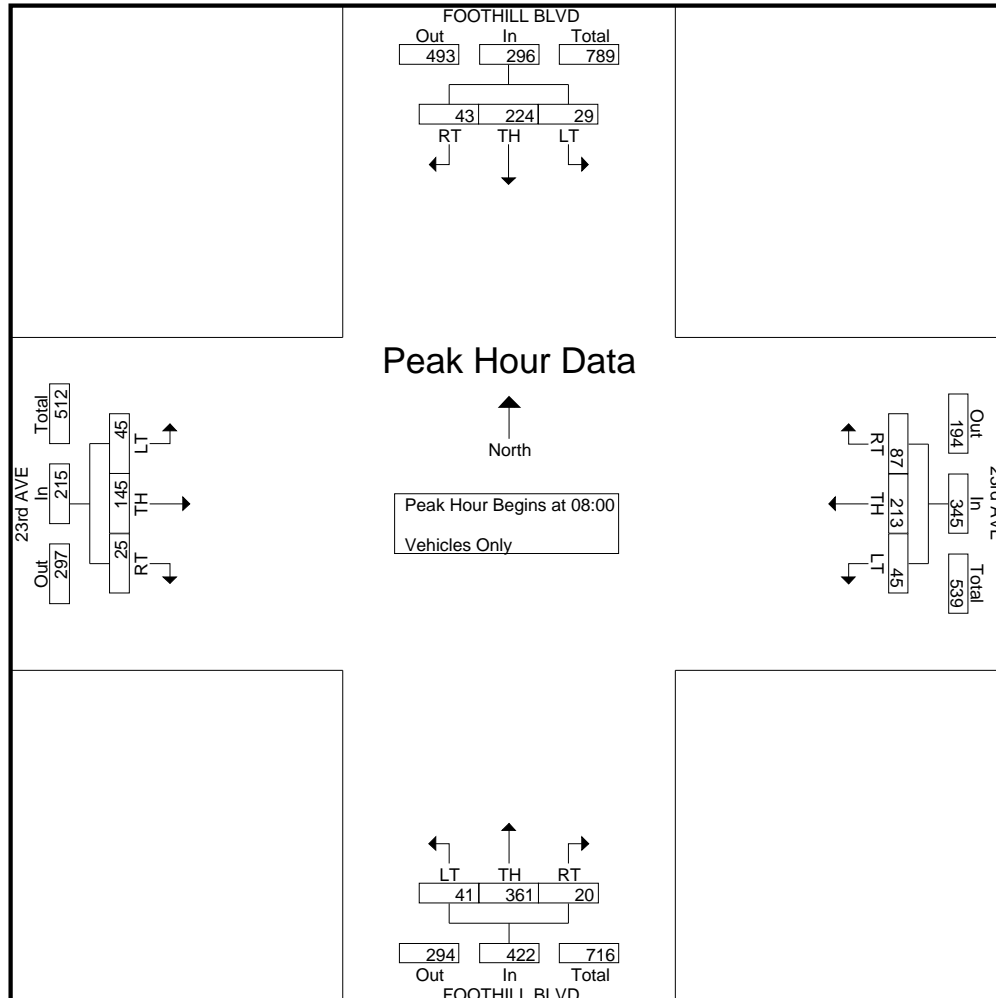
Groups Printed- Vehicles Only

	FOOTHILL BLVD Southbound				23rd AVE Westbound				FOOTHILL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
07:00	2	19	2	23	8	24	8	40	2	54	1	57	3	8	1	12	132
07:15	3	31	1	35	11	24	4	39	6	39	1	46	4	20	1	25	145
07:30	5	28	4	37	10	32	3	45	4	71	2	77	1	23	4	28	187
07:45	2	48	5	55	13	50	5	68	2	81	3	86	4	29	2	35	244
Total	12	126	12	150	42	130	20	192	14	245	7	266	12	80	8	100	708
08:00	8	66	7	81	17	49	5	71	8	88	13	109	8	32	13	53	314
08:15	16	54	10	80	33	54	15	102	5	102	13	120	6	44	16	66	368
08:30	8	63	4	75	25	65	16	106	4	91	7	102	8	36	9	53	336
08:45	11	41	8	60	12	45	9	66	3	80	8	91	3	33	7	43	260
Total	43	224	29	296	87	213	45	345	20	361	41	422	25	145	45	215	1278
Grand Total	55	350	41	446	129	343	65	537	34	606	48	688	37	225	53	315	1986
Apprch %	12.3	78.5	9.2		24	63.9	12.1		4.9	88.1	7		11.7	71.4	16.8		
Total %	2.8	17.6	2.1	22.5	6.5	17.3	3.3	27	1.7	30.5	2.4	34.6	1.9	11.3	2.7	15.9	

	FOOTHILL BLVD Southbound				23rd AVE Westbound				FOOTHILL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
08:00	8	66	7	81	17	49	5	71	8	88	13	109	8	32	13	53	314
08:15	16	54	10	80	33	54	15	102	5	102	13	120	6	44	16	66	368
08:30	8	63	4	75	25	65	16	106	4	91	7	102	8	36	9	53	336
08:45	11	41	8	60	12	45	9	66	3	80	8	91	3	33	7	43	260
Total Volume	43	224	29	296	87	213	45	345	20	361	41	422	25	145	45	215	1278
% App. Total	14.5	75.7	9.8		25.2	61.7	13		4.7	85.5	9.7		11.6	67.4	20.9		
PHF	.672	.848	.725	.914	.659	.819	.703	.814	.625	.885	.788	.879	.781	.824	.703	.814	.868

Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 08:00



TRAFFIC COUNTS PLUS

mietekm@comcast.net
925.305.4358

CITY OF OAKLAND
Foothill Blvd. & 23rd Ave.
Latitude: 37.785187
Longitude: -122.234128

File Name : foothill-23-p
Site Code : 5
Start Date : 8/17/2022
Page No : 1

Groups Printed- Vehicles Only

	FOOTHILL BLVD Southbound				23rd AVE Westbound				FOOTHILL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
15:00	6	49	4	59	8	27	4	39	6	40	5	51	7	40	7	54	203
15:15	8	60	6	74	7	36	6	49	2	57	11	70	5	34	6	45	238
15:30	10	54	2	66	12	40	7	59	6	42	9	57	7	39	4	50	232
15:45	9	88	8	105	9	39	4	52	5	54	2	61	8	50	1	59	277
Total	33	251	20	304	36	142	21	199	19	193	27	239	27	163	18	208	950
16:00	12	80	5	97	11	37	7	55	3	62	3	68	8	49	2	59	279
16:15	8	66	6	80	4	32	6	42	5	63	6	74	8	56	10	74	270
16:30	6	67	10	83	12	38	4	54	9	40	8	57	11	52	5	68	262
16:45	9	89	9	107	3	43	5	51	5	50	4	59	5	51	2	58	275
Total	35	302	30	367	30	150	22	202	22	215	21	258	32	208	19	259	1086
17:00	11	73	17	101	3	34	5	42	3	55	9	67	8	54	7	69	279
17:15	11	83	9	103	8	39	14	61	1	58	3	62	7	65	6	78	304
17:30	9	83	6	98	14	35	8	57	5	45	2	52	13	66	1	80	287
17:45	14	76	10	100	12	38	14	64	4	41	6	51	14	56	6	76	291
Total	45	315	42	402	37	146	41	224	13	199	20	232	42	241	20	303	1161
Grand Total	113	868	92	1073	103	438	84	625	54	607	68	729	101	612	57	770	3197
Apprch %	10.5	80.9	8.6		16.5	70.1	13.4		7.4	83.3	9.3		13.1	79.5	7.4		
Total %	3.5	27.2	2.9	33.6	3.2	13.7	2.6	19.5	1.7	19	2.1	22.8	3.2	19.1	1.8	24.1	

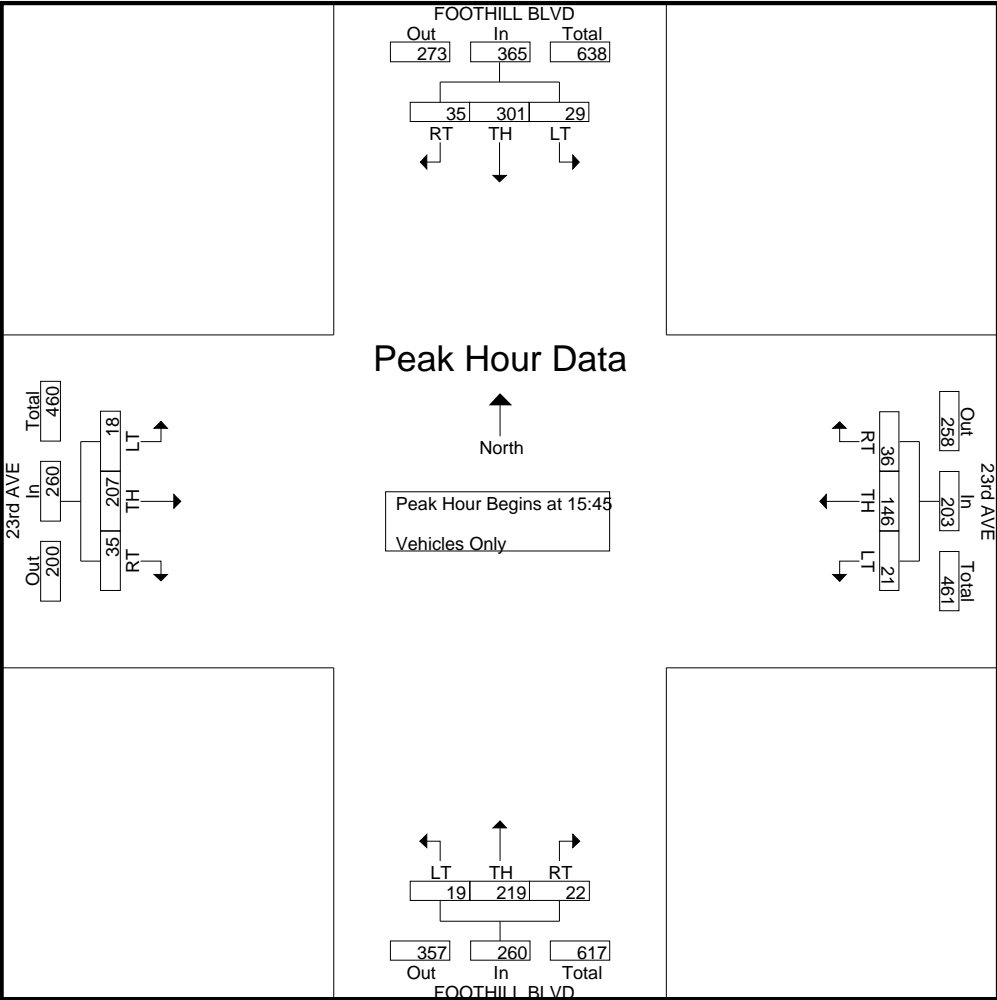
	FOOTHILL BLVD Southbound				23rd AVE Westbound				FOOTHILL BLVD Northbound				23rd AVE Eastbound				
Start Time	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	RT	TH	LT	App. Total	Int. Total
Peak Hour Analysis From 15:00 to 16:45 - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 15:45																	
15:45	9	88	8	105	9	39	4	52	5	54	2	61	8	50	1	59	277
16:00	12	80	5	97	11	37	7	55	3	62	3	68	8	49	2	59	279
16:15	8	66	6	80	4	32	6	42	5	63	6	74	8	56	10	74	270
16:30	6	67	10	83	12	38	4	54	9	40	8	57	11	52	5	68	262
Total Volume	35	301	29	365	36	146	21	203	22	219	19	260	35	207	18	260	1088
% App. Total	9.6	82.5	7.9		17.7	71.9	10.3		8.5	84.2	7.3		13.5	79.6	6.9		
PHF	.729	.855	.725	.869	.750	.936	.750	.923	.611	.869	.594	.878	.795	.924	.450	.878	.975

TRAFFIC COUNTS PLUS

mietekm@comcast.net
925.305.4358

CITY OF OAKLAND
Foothill Blvd. & 23rd Ave.
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Site Code : 5
Start Date : 8/17/2022
Page No : 2




Appendix B Existing Conditions AM Synchro Level of Service Worksheets

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (vph)	0	298	380	139	354	53	269	162	62	46	456	31
Future Volume (vph)	0	298	380	139	354	53	269	162	62	46	456	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	11	11	11
Storage Length (ft)	0		150	150		0	0		100	0		0
Storage Lanes	0		1	2		0	1		1	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95
Ped Bike Factor			0.98		1.00				0.99		1.00	
Frt			0.850		0.980				0.850		0.991	
Flt Protected				0.950			0.950				0.996	
Satd. Flow (prot)	0	5085	1583	3433	1822	0	1770	1863	1583	0	3377	0
Flt Permitted				0.950			0.263				0.911	
Satd. Flow (perm)	0	5085	1552	3433	1822	0	490	1863	1561	0	3088	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			380		8				69		5	
Link Speed (mph)		35			35			30			25	
Link Distance (ft)		489			688			376			392	
Travel Time (s)		9.5			13.4			8.5			10.7	
Confl. Peds. (#/hr)			1			2			2	2		
Confl. Bikes (#/hr)			6			1						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)												1
Adj. Flow (vph)	0	298	380	139	354	53	269	162	62	46	456	31
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	298	380	139	407	0	269	162	62	0	533	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.04	1.04	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type		NA	Perm	Prot	NA		pm+pt	NA	Perm	Perm	NA	
Protected Phases		4		3	8		5	2			6	
Permitted Phases			4				2		2	6		
Detector Phase		4	4	3	8		5	2	2	6	6	
Switch Phase												
Minimum Initial (s)		7.0	7.0	5.0	8.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (%)		27.3%	27.3%	18.2%	36.4%		27.3%	36.4%	36.4%	27.3%	27.3%	
Maximum Green (s)		25.0	25.0	15.0	35.0		25.0	35.0	35.0	25.0	25.0	
Yellow Time (s)		4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0	1.0	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0	5.0	5.0		5.0	5.0	5.0		5.0	

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag		Lag	Lag	Lead			Lead			Lag	Lag	
Lead-Lag Optimize?		Yes	Yes	Yes			Yes			Yes	Yes	
Vehicle Extension (s)		2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	
Recall Mode		Max	Max	None	Max		None	Max	Max	Max	Max	
Walk Time (s)		7.0	7.0		7.0			7.0	7.0			
Flash Dont Walk (s)		11.0	11.0		10.0			25.0	25.0			
Pedestrian Calls (#/hr)		1	1		2			2	2			
Act Effect Green (s)		25.1	25.1	8.1	38.3		45.3	45.3	45.3		25.1	
Actuated g/C Ratio		0.27	0.27	0.09	0.41		0.48	0.48	0.48		0.27	
v/c Ratio		0.22	0.55	0.47	0.54		0.61	0.18	0.08		0.64	
Control Delay		28.3	6.7	47.0	24.7		21.0	14.3	3.1		35.2	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Delay		28.3	6.7	47.0	24.7		21.0	14.3	3.1		35.2	
LOS		C	A	D	C		C	B	A		D	
Approach Delay		16.2			30.4			16.5			35.2	
Approach LOS		B			C			B			D	

Intersection Summary

Area Type: Other

Cycle Length: 110

Actuated Cycle Length: 93.6

Natural Cycle: 110

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.64

Intersection Signal Delay: 24.2

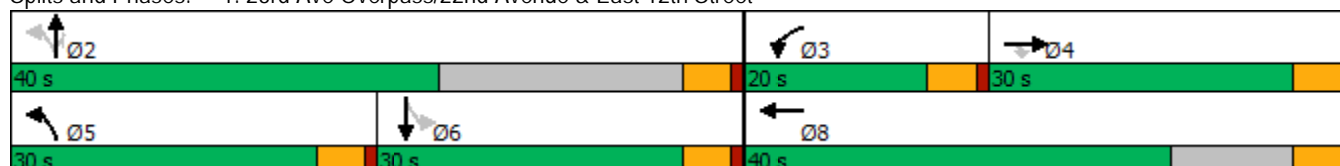
Intersection LOS: C

Intersection Capacity Utilization 77.4%

ICU Level of Service D

Analysis Period (min) 15

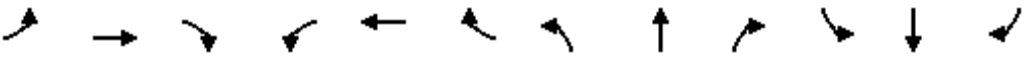
Splits and Phases: 1: 23rd Ave Overpass/22nd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

1: 23rd Ave Overpass/22nd Avenue & East 12th Street





















08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (veh/h)	0	298	380	139	354	53	269	162	62	46	456	31
Future Volume (veh/h)	0	298	380	139	354	53	269	162	62	46	456	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.89
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	298	0	139	354	53	269	162	62	46	456	31
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	0	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	0	1446		249	653	98	453	888	752	104	806	54
Arrive On Green	0.00	0.28	0.00	0.07	0.41	0.41	0.13	0.47	0.47	0.28	0.28	0.28
Sat Flow, veh/h	0	5274	1585	3456	1586	237	1781	1870	1583	199	2846	191
Grp Volume(v), veh/h	0	298	0	139	0	407	269	162	62	291	0	242
Grp Sat Flow(s),veh/h/ln	0	1702	1585	1728	0	1824	1781	1870	1583	1747	0	1488
Q Serve(g_s), s	0.0	3.9	0.0	3.4	0.0	14.9	8.6	4.4	1.9	5.7	0.0	12.3
Cycle Q Clear(g_c), s	0.0	3.9	0.0	3.4	0.0	14.9	8.6	4.4	1.9	12.3	0.0	12.3
Prop In Lane	0.00		1.00	1.00		0.13	1.00		1.00	0.16		0.13
Lane Grp Cap(c), veh/h	0	1446		249	0	751	453	888	752	542	0	422
V/C Ratio(X)	0.00	0.21		0.56	0.00	0.54	0.59	0.18	0.08	0.54	0.00	0.57
Avail Cap(c_a), veh/h	0	1446		587	0	751	717	888	752	542	0	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	0.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	24.1	0.0	39.6	0.0	19.7	17.5	13.3	12.7	26.9	0.0	27.1
Incr Delay (d2), s/veh	0.0	0.3	0.0	0.7	0.0	2.8	0.5	0.5	0.2	3.8	0.0	5.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.6	0.0	1.4	0.0	6.5	3.4	1.9	0.7	5.7	0.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	24.4	0.0	40.3	0.0	22.4	17.9	13.8	12.9	30.7	0.0	32.7
LnGrp LOS	A	C		D	A	C	B	B	B	C	A	C
Approach Vol, veh/h		298			546			493			533	
Approach Delay, s/veh		24.4			27.0			15.9			31.6	
Approach LOS		C			C			B			C	
Timer - Assigned Phs		2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s		46.9	11.4	30.0	16.9	30.0		41.4				
Change Period (Y+Rc), s		5.0	5.0	5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		35.0	15.0	25.0	25.0	25.0		35.0				
Max Q Clear Time (g_c+I1), s		7.4	6.4	6.9	11.6	15.3		17.9				
Green Ext Time (p_c), s		0.7	0.1	1.2	0.3	1.7		1.4				
Intersection Summary												
HCM 6th Ctrl Delay			25.0									
HCM 6th LOS			C									
Notes												
User approved changes to right turn type.												
Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	200	65	65	204	29	9	205	11	18	405	22
Future Volume (vph)	27	200	65	65	204	29	9	205	11	18	405	22
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Storage Length (ft)	125		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		1.00			1.00			1.00			1.00	
Frt		0.963			0.981			0.993			0.993	
Flt Protected	0.950			0.950				0.998			0.998	
Satd. Flow (prot)	1711	1728	0	1711	1763	0	0	3207	0	0	3208	0
Flt Permitted	0.950			0.950				0.933			0.937	
Satd. Flow (perm)	1711	1728	0	1711	1763	0	0	2997	0	0	3010	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		22			10			6			6	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		505			702			392			392	
Travel Time (s)		11.5			16.0			10.7			10.7	
Confl. Peds. (#/hr)			2			2	4		8	8		4
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)								1			1	
Adj. Flow (vph)	27	200	65	65	204	29	9	205	11	18	405	22
Shared Lane Traffic (%)												
Lane Group Flow (vph)	27	265	0	65	233	0	0	225	0	0	445	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.12	1.04	1.04	1.12	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Detector Phase	5	2		1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	10.0	23.0		10.0	23.0		25.0	25.0		26.0	26.0	
Total Split (s)	17.0	42.0		18.0	43.0		30.0	30.0		30.0	30.0	
Total Split (%)	18.9%	46.7%		20.0%	47.8%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	13.0	38.0		14.0	39.0		26.0	26.0		26.0	26.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lead/Lag	Lag	Lag		Lead	Lead							

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	None		None	C-Max		None	None		None	None	
Walk Time (s)		7.0			7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		12.0			12.0		14.0	14.0		15.0	15.0	
Pedestrian Calls (#/hr)		2			2		4	4		4	4	
Act Effect Green (s)	6.1	54.2		7.9	59.8			17.7			17.7	
Actuated g/C Ratio	0.07	0.60		0.09	0.66			0.20			0.20	
v/c Ratio	0.23	0.25		0.43	0.20			0.38			0.75	
Control Delay	44.0	10.3		49.1	4.6			31.5			41.4	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	44.0	10.3		49.1	4.6			31.5			41.4	
LOS	D	B		D	A			C			D	
Approach Delay		13.4			14.3			31.5			41.4	
Approach LOS		B			B			C			D	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 42 (47%), Referenced to phase 6:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.75

Intersection Signal Delay: 26.8







Intersection LOS: C

Intersection Capacity Utilization 55.2%

ICU Level of Service B

Analysis Period (min) 15




















Splits and Phases: 2: 22nd Avenue & International Boulevard

 Ø1	 Ø2	 Ø4
18 s	42 s	30 s
 Ø6 (R)	 Ø5	 Ø8
43 s	17 s	30 s

HCM 6th Signalized Intersection Summary

















2: 22nd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	27	200	65	65	204	29	9	205	11	18	405	22
Future Volume (veh/h)	27	200	65	65	204	29	9	205	11	18	405	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	0.99		0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	27	200	65	65	204	29	9	205	11	18	405	22
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	99	585	190	99	694	99	51	541	29	57	573	31
Arrive On Green	0.06	0.43	0.43	0.06	0.43	0.43	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	1781	1351	439	1781	1601	228	45	3052	165	80	3233	173
Grp Volume(v), veh/h	27	0	265	65	0	233	114	0	111	234	0	211
Grp Sat Flow(s),veh/h/ln	1781	0	1791	1781	0	1829	1594	0	1668	1820	0	1666
Q Serve(g_s), s	1.3	0.0	8.9	3.2	0.0	7.4	0.1	0.0	5.3	4.1	0.0	10.8
Cycle Q Clear(g_c), s	1.3	0.0	8.9	3.2	0.0	7.4	10.9	0.0	5.3	10.8	0.0	10.8
Prop In Lane	1.00		0.25	1.00		0.12	0.08		0.10	0.08		0.10
Lane Grp Cap(c), veh/h	99	0	776	99	0	793	326	0	295	365	0	295
V/C Ratio(X)	0.27	0.00	0.34	0.65	0.00	0.29	0.35	0.00	0.38	0.64	0.00	0.72
Avail Cap(c_a), veh/h	257	0	776	277	0	793	520	0	482	565	0	481
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	0.97	0.00	0.97	0.99	0.00	0.99	1.00	0.00	1.00
Uniform Delay (d), s/veh	40.8	0.0	17.0	41.6	0.0	16.6	32.5	0.0	32.6	34.9	0.0	34.9
Incr Delay (d2), s/veh	0.5	0.0	0.1	2.6	0.0	0.9	0.2	0.0	0.3	0.7	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	3.5	1.5	0.0	3.2	2.2	0.0	2.2	4.9	0.0	4.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.3	0.0	17.1	44.3	0.0	17.5	32.7	0.0	32.9	35.6	0.0	36.1
LnGrp LOS	D	A	B	D	A	B	C	A	C	D	A	D
Approach Vol, veh/h		292			298			225			445	
Approach Delay, s/veh		19.3			23.3			32.8			35.8	
Approach LOS		B			C			C			D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.0	43.0		19.9	9.0	43.0		19.9				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	14.0	38.0		26.0	13.0	39.0		26.0				
Max Q Clear Time (g_c+I1), s	6.2	11.9		13.8	4.3	10.4		13.9				
Green Ext Time (p_c), s	0.0	1.0		1.5	0.0	0.9		0.7				
Intersection Summary												
HCM 6th Ctrl Delay			28.5									
HCM 6th LOS			C									

Lanes, Volumes, Timings
3: 22nd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	12	19	54	9	17	13	36	198	20	13	414	11
Future Volume (vph)	12	19	54	9	17	13	36	198	20	13	414	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Grade (%)		0%			0%			1%			-1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor												
Frt		0.914			0.955			0.988			0.996	
Flt Protected		0.993			0.989			0.993			0.999	
Satd. Flow (prot)	0	1505	0	0	1566	0	0	3164	0	0	3242	0
Flt Permitted		0.993			0.989			0.993			0.999	
Satd. Flow (perm)	0	1505	0	0	1566	0	0	3164	0	0	3242	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		433			717			392			375	
Travel Time (s)		11.8			19.6			10.7			10.2	
Confl. Peds. (#/hr)	2		2	2		2	18		16	16		18
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			2			1			1	
Adj. Flow (vph)	12	19	54	9	17	13	36	198	20	13	414	11
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	85	0	0	39	0	0	254	0	0	438	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.16	1.00	1.00	1.16	1.00	1.05	1.13	1.05	1.04	1.11	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	39.0%				ICU Level of Service A							
Analysis Period (min)	15											

HCM 6th TWSC
3: 22nd Avenue & East 15th Street

08/29/2022

Intersection												
Int Delay, s/veh	2.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	12	19	54	9	17	13	36	198	20	13	414	11
Future Vol, veh/h	12	19	54	9	17	13	36	198	20	13	414	11
Conflicting Peds, #/hr	2	0	2	2	0	2	18	0	16	16	0	18
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	1	-	-	-1	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	19	54	9	17	13	36	198	20	13	414	11

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	646	770	233	541	765	127	443	0	0	234	0	0
Stage 1	464	464	-	296	296	-	-	-	-	-	-	-
Stage 2	182	306	-	245	469	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	357	330	769	424	332	900	1113	-	-	1331	-	-
Stage 1	548	562	-	688	667	-	-	-	-	-	-	-
Stage 2	802	660	-	737	559	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	318	303	754	354	305	885	1094	-	-	1311	-	-
Mov Cap-2 Maneuver	318	303	-	354	305	-	-	-	-	-	-	-
Stage 1	518	545	-	652	632	-	-	-	-	-	-	-
Stage 2	738	626	-	651	542	-	-	-	-	-	-	-




















Approach	EB		WB		NB		SB	
HCM Control Delay, s	13.8		14.8		1.3		0.2	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1094	-	-	494	407	1311	-
HCM Lane V/C Ratio	0.033	-	-	0.172	0.096	0.01	-
HCM Control Delay (s)	8.4	0.1	-	13.8	14.8	7.8	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.3	0	-

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard

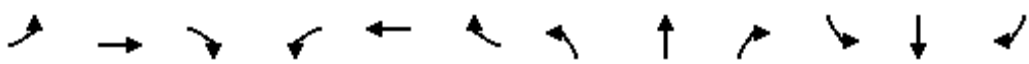
08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	24	231	61	139	307	41	64	115	42	16	228	11
Future Volume (vph)	24	231	61	139	307	41	64	115	42	16	228	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	10	10	10	10	10	10	11	11	11	12	12	12
Grade (%)		0%			0%			1%			-1%	
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	1		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.96	0.99		0.99	0.99		0.95	0.95			0.99	
Frt		0.969			0.982			0.960			0.994	
Flt Protected	0.950			0.950			0.950				0.997	
Satd. Flow (prot)	1652	1674	0	1652	1496	0	1702	1467	0	0	1652	0
Flt Permitted	0.514			0.561			0.507				0.980	
Satd. Flow (perm)	858	1674	0	964	1496	0	859	1467	0	0	1612	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		35			18			30			4	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		319			757			375			149	
Travel Time (s)		7.3			17.2			10.2			4.1	
Confl. Peds. (#/hr)	77		35	35		77	52		77	77		52
Confl. Bikes (#/hr)			4						15			
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)			1		3			1			1	
Adj. Flow (vph)	24	231	61	139	307	41	64	115	42	16	228	11
Shared Lane Traffic (%)												
Lane Group Flow (vph)	24	292	0	139	348	0	64	157	0	0	255	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			11			11	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.09	1.09	1.09	1.09	1.27	1.09	1.05	1.21	1.05	0.99	1.15	0.99
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Minimum Split (s)	40.0	40.0		40.0	40.0		21.0	21.0		21.0	21.0	
Total Split (s)	40.0	40.0		40.0	40.0		23.0	23.0		23.0	23.0	
Total Split (%)	63.5%	63.5%		63.5%	63.5%		36.5%	36.5%		36.5%	36.5%	
Maximum Green (s)	36.0	36.0		36.0	36.0		19.0	19.0		19.0	19.0	
Yellow Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	25.0	25.0		25.0	25.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		10.0	10.0		10.0	10.0	
Pedestrian Calls (#/hr)	10	10		15	15		15	15		12	12	
Act Effect Green (s)	36.0	36.0		36.0	36.0		19.0	19.0			19.0	
Actuated g/C Ratio	0.57	0.57		0.57	0.57		0.30	0.30			0.30	
v/c Ratio	0.05	0.30		0.25	0.40		0.25	0.34			0.52	
Control Delay	6.3	7.1		8.3	8.8		19.8	16.2			22.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Delay	6.3	7.1		8.3	8.8		19.8	16.2			22.6	
LOS	A	A		A	A		B	B			C	
Approach Delay		7.0			8.7			17.2			22.6	
Approach LOS		A			A			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 63

Actuated Cycle Length: 63

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 65

Control Type: Pretimed

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 12.5

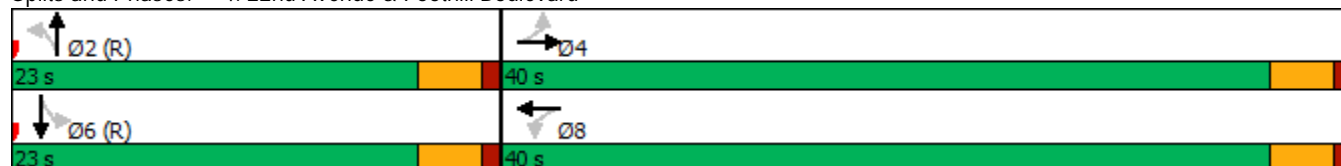
Intersection LOS: B

Intersection Capacity Utilization 75.1%

ICU Level of Service D

Analysis Period (min) 15




















Splits and Phases: 4: 22nd Avenue & Foothill Boulevard



HCM 6th Signalized Intersection Summary


















4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	231	61	139	307	41	64	115	42	16	228	11
Future Volume (veh/h)	24	231	61	139	307	41	64	115	42	16	228	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.96		0.95	0.98		0.93	0.93		0.84	0.91		0.87
Parking Bus, Adj	1.00	1.00	0.89	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1864	1864	1864	1909	1909	1909
Adj Flow Rate, veh/h	24	231	61	139	307	41	64	115	42	16	228	11
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	581	720	190	618	914	122	420	371	136	77	516	24
Arrive On Green	0.57	0.57	0.57	0.57	0.57	0.57	0.30	0.30	0.30	0.30	0.30	0.30
Sat Flow, veh/h	994	1260	333	1060	1600	214	1060	1232	450	54	1711	80
Grp Volume(v), veh/h	24	0	292	139	0	348	64	0	157	255	0	0
Grp Sat Flow(s),veh/h/ln	994	0	1592	1060	0	1814	1060	0	1682	1845	0	0
Q Serve(g_s), s	0.8	0.0	6.1	5.0	0.0	6.4	0.0	0.0	4.5	0.0	0.0	0.0
Cycle Q Clear(g_c), s	7.2	0.0	6.1	11.1	0.0	6.4	3.2	0.0	4.5	6.9	0.0	0.0
Prop In Lane	1.00		0.21	1.00		0.12	1.00		0.27	0.06		0.04
Lane Grp Cap(c), veh/h	581	0	910	618	0	1036	420	0	507	617	0	0
V/C Ratio(X)	0.04	0.00	0.32	0.22	0.00	0.34	0.15	0.00	0.31	0.41	0.00	0.00
Avail Cap(c_a), veh/h	581	0	910	618	0	1036	420	0	507	617	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.1	0.0	7.1	10.0	0.0	7.2	16.5	0.0	16.9	17.8	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.9	0.8	0.0	0.9	0.8	0.0	1.6	2.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	1.9	1.2	0.0	2.2	0.7	0.0	1.9	3.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.2	0.0	8.0	10.8	0.0	8.0	17.3	0.0	18.5	19.8	0.0	0.0
LnGrp LOS	A	A	A	B	A	A	B	A	B	B	A	A
Approach Vol, veh/h		316			487			221			255	
Approach Delay, s/veh		8.1			8.8			18.2			19.8	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		23.0		40.0		23.0		40.0				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		19.0		36.0		19.0		36.0				
Max Q Clear Time (g_c+I1), s		7.5		10.2		9.9		14.1				
Green Ext Time (p_c), s		0.9		1.9		1.0		2.8				
Intersection Summary												
HCM 6th Ctrl Delay				12.5								
HCM 6th LOS				B								

Lanes, Volumes, Timings
5: 23rd Avenue & East 12th Street













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	72	374	2	2	506	98	1	1	1	118	0	105
Future Volume (vph)	72	374	2	2	506	98	1	1	1	118	0	105
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Storage Length (ft)	135		40	0		100	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			1.00			0.99			1.00	
Frt		0.999			0.976			0.955			0.936	
Flt Protected	0.950							0.984			0.974	
Satd. Flow (prot)	1770	3535	0	0	3267	0	0	1683	0	0	1469	0
Flt Permitted	0.950				0.954			0.909			0.833	
Satd. Flow (perm)	1770	3535	0	0	3117	0	0	1555	0	0	1254	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			29			1			101	
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		688			605			163			371	
Travel Time (s)		13.4			11.8			4.4			10.1	
Confl. Peds. (#/hr)			1	1		1			5	5		
Confl. Bikes (#/hr)			3			4						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)					0						1	
Adj. Flow (vph)	72	374	2	2	506	98	1	1	1	118	0	105
Shared Lane Traffic (%)												
Lane Group Flow (vph)	72	376	0	0	606	0	0	3	0	0	223	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.07	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			4			8	
Permitted Phases				2			4			8		
Detector Phase	1	6		2	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	7.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	12.0	23.5		23.5	23.5		37.0	37.0		37.0	37.0	
Total Split (s)	12.0	32.0		32.0	32.0		37.0	37.0		37.0	37.0	
Total Split (%)	14.8%	39.5%		39.5%	39.5%		45.7%	45.7%		45.7%	45.7%	
Maximum Green (s)	7.0	26.5		26.5	26.5		32.0	32.0		32.0	32.0	
Yellow Time (s)	4.0	4.5		4.5	4.5		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0			0.0			0.0			0.0	
Total Lost Time (s)	5.0	5.5			5.5			5.0			5.0	

Lanes, Volumes, Timings

5: 23rd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag	Lead			Lag			Lag			Lag		
Lead-Lag Optimize?	Yes			Yes			Yes			Yes		
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	Max		Max	Max		None	None		None	None	
Walk Time (s)		7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		11.0		7.0	7.0		25.0	25.0		25.0	25.0	
Pedestrian Calls (#/hr)		1		1	1		5	5		0	0	
Act Effect Green (s)	7.3	36.6			30.1			9.2			12.7	
Actuated g/C Ratio	0.12	0.61			0.50			0.15			0.21	
v/c Ratio	0.34	0.17			0.39			0.01			0.65	
Control Delay	33.4	7.1			13.4			17.7			20.7	
Queue Delay	0.0	0.0			0.0			0.0			0.0	
Total Delay	33.4	7.1			13.4			17.7			20.7	
LOS	C	A			B			B			C	
Approach Delay		11.3			13.4			17.7			20.7	
Approach LOS		B			B			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 81

Actuated Cycle Length: 60.2

Natural Cycle: 75

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.65

Intersection Signal Delay: 14.0

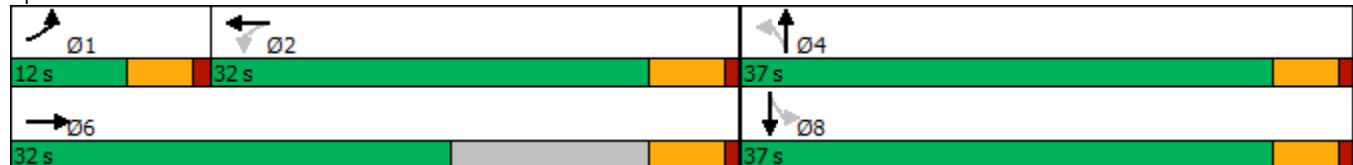
Intersection LOS: B

Intersection Capacity Utilization 65.2%

ICU Level of Service C

Analysis Period (min) 15


















Splits and Phases: 5: 23rd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

5: 23rd Avenue & East 12th Street

















08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	72	374	2	2	506	98	1	1	1	118	0	105
Future Volume (veh/h)	72	374	2	2	506	98	1	1	1	118	0	105
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	0.99		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	72	374	2	2	506	98	1	1	1	118	0	105
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	146	2213	12	62	1289	247	164	156	120	253	6	149
Arrive On Green	0.08	0.61	0.61	0.44	0.44	0.44	0.21	0.21	0.21	0.21	0.00	0.21
Sat Flow, veh/h	1781	3624	19	2	2896	556	391	733	562	755	30	699
Grp Volume(v), veh/h	72	183	193	326	0	280	3	0	0	223	0	0
Grp Sat Flow(s),veh/h/ln	1781	1777	1866	1869	0	1586	1686	0	0	1485	0	0
Q Serve(g_s), s	2.3	2.7	2.7	0.0	0.0	7.1	0.0	0.0	0.0	7.8	0.0	0.0
Cycle Q Clear(g_c), s	2.3	2.7	2.7	7.0	0.0	7.1	0.1	0.0	0.0	8.3	0.0	0.0
Prop In Lane	1.00		0.01	0.01		0.35	0.33		0.33	0.53		0.47
Lane Grp Cap(c), veh/h	146	1085	1140	892	0	706	440	0	0	409	0	0
V/C Ratio(X)	0.49	0.17	0.17	0.37	0.00	0.40	0.01	0.00	0.00	0.55	0.00	0.00
Avail Cap(c_a), veh/h	209	1085	1140	892	0	706	938	0	0	888	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	26.2	5.0	5.0	11.1	0.0	11.1	18.5	0.0	0.0	21.7	0.0	0.0
Incr Delay (d2), s/veh	1.0	0.3	0.3	1.2	0.0	1.7	0.0	0.0	0.0	0.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.8	0.8	2.7	0.0	2.4	0.0	0.0	0.0	2.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	27.1	5.4	5.4	12.3	0.0	12.8	18.5	0.0	0.0	22.1	0.0	0.0
LnGrp LOS	C	A	A	B	A	B	B	A	A	C	A	A
Approach Vol, veh/h	448			606			3			223		
Approach Delay, s/veh	8.9			12.5			18.5			22.1		
Approach LOS	A			B			B			C		
Timer - Assigned Phs	1	2	4			6	8					
Phs Duration (G+Y+Rc), s	9.9	32.0	17.7			41.9	17.7					
Change Period (Y+Rc), s	5.0	5.5	5.0			5.5	5.0					
Max Green Setting (Gmax), s	7.0	26.5	32.0			26.5	32.0					
Max Q Clear Time (g_c+I1), s	5.3	10.1	3.1			5.7	11.3					
Green Ext Time (p_c), s	0.0	2.1	0.0			1.3	0.9					
Intersection Summary												
HCM 6th Ctrl Delay	12.9											
HCM 6th LOS	B											

Lanes, Volumes, Timings

6: 23rd Avenue & International Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	207	17	7	257	29	7	140	8	52	171	25
Future Volume (vph)	6	207	17	7	257	29	7	140	8	52	171	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.99			1.00			0.99	
Frt		0.990			0.987			0.993			0.986	
Flt Protected		0.999			0.999			0.998			0.990	
Satd. Flow (prot)	0	1578	0	0	1567	0	0	1603	0	0	1568	0
Flt Permitted		0.993			0.994			0.986			0.899	
Satd. Flow (perm)	0	1568	0	0	1559	0	0	1583	0	0	1421	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		7			10			3			7	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		702			831			371			394	
Travel Time (s)		16.0			18.9			10.1			10.7	
Confl. Peds. (#/hr)			12			36	5		7	7		5
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			1			0			1	
Adj. Flow (vph)	6	207	17	7	257	29	7	140	8	52	171	25
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	230	0	0	293	0	0	155	0	0	248	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.21	1.04	1.04	1.20	1.04	1.04	1.19	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	23.0	23.0		23.0	23.0		23.0	23.0		24.0	24.0	
Total Split (s)	55.0	55.0		55.0	55.0		35.0	35.0		35.0	35.0	
Total Split (%)	61.1%	61.1%		61.1%	61.1%		38.9%	38.9%		38.9%	38.9%	
Maximum Green (s)	51.0	51.0		51.0	51.0		31.0	31.0		31.0	31.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.0			4.0			4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	Max	Max		C-Max	C-Max		None	None		None	None	

Lanes, Volumes, Timings

6: 23rd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	6.0	6.0		6.0	6.0		12.0	12.0		13.0	13.0	
Pedestrian Calls (#/hr)	8	8		20	20		6	6		4	4	
Act Effect Green (s)		62.4			62.4			19.6			19.6	
Actuated g/C Ratio		0.69			0.69			0.22			0.22	
v/c Ratio		0.21			0.27			0.45			0.79	
Control Delay		7.3			6.8			32.5			49.1	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		7.3			6.8			32.5			49.1	
LOS		A			A			C			D	
Approach Delay		7.3			6.8			32.5			49.1	
Approach LOS		A			A			C			D	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 23 (26%), Referenced to phase 6:WBTL, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.79

Intersection Signal Delay: 22.6


Intersection LOS: C

Intersection Capacity Utilization 52.6%

ICU Level of Service A

Analysis Period (min) 15

















Splits and Phases: 6: 23rd Avenue & International Boulevard

 Ø2	 Ø4
55 s	35 s
 Ø6 (R)	 Ø8
55 s	35 s

HCM 6th Signalized Intersection Summary

















6: 23rd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	207	17	7	257	29	7	140	8	52	171	25
Future Volume (veh/h)	6	207	17	7	257	29	7	140	8	52	171	25
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.99	1.00		0.97	0.99		0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	6	207	17	7	257	29	7	140	8	52	171	25
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	49	955	77	48	923	102	48	316	18	102	233	32
Arrive On Green	0.57	0.57	0.57	0.57	0.57	0.57	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	14	1685	136	13	1629	180	35	1710	95	293	1262	174
Grp Volume(v), veh/h	230	0	0	293	0	0	155	0	0	248	0	0
Grp Sat Flow(s),veh/h/ln	1834	0	0	1823	0	0	1840	0	0	1729	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.4	0.0	0.0
Cycle Q Clear(g_c), s	5.6	0.0	0.0	7.4	0.0	0.0	6.7	0.0	0.0	12.1	0.0	0.0
Prop In Lane	0.03		0.07	0.02		0.10	0.05		0.05	0.21		0.10
Lane Grp Cap(c), veh/h	1081	0	0	1074	0	0	382	0	0	368	0	0
V/C Ratio(X)	0.21	0.00	0.00	0.27	0.00	0.00	0.41	0.00	0.00	0.67	0.00	0.00
Avail Cap(c_a), veh/h	1081	0	0	1074	0	0	670	0	0	632	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.98	0.00	0.00	1.00	0.00	0.00	0.96	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.7	0.0	0.0	10.1	0.0	0.0	32.7	0.0	0.0	34.7	0.0	0.0
Incr Delay (d2), s/veh	0.4	0.0	0.0	0.6	0.0	0.0	0.2	0.0	0.0	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	5.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.1	0.0	0.0	10.7	0.0	0.0	32.9	0.0	0.0	35.5	0.0	0.0
LnGrp LOS	B	A	A	B	A	A	C	A	A	D	A	A
Approach Vol, veh/h		230			293			155			248	
Approach Delay, s/veh		10.1			10.7			32.9			35.5	
Approach LOS		B			B			C			D	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		55.0		20.6		55.0		20.6				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		51.0		31.0		51.0		31.0				
Max Q Clear Time (g_c+I1), s		8.6		15.1		10.4		9.7				
Green Ext Time (p_c), s		0.9		0.9		1.2		0.5				
Intersection Summary												
HCM 6th Ctrl Delay				20.9								
HCM 6th LOS				C								





Lanes, Volumes, Timings
7: 23rd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	18	15	8	18	17	13	247	17	10	171	13
Future Volume (vph)	6	18	15	8	18	17	13	247	17	10	171	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.948			0.947			0.992			0.991	
Flt Protected		0.992			0.991			0.998			0.997	
Satd. Flow (prot)	0	1568	0	0	1565	0	0	1595	0	0	1592	0
Flt Permitted		0.992			0.991			0.998			0.997	
Satd. Flow (perm)	0	1568	0	0	1565	0	0	1595	0	0	1592	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		717			577			394			452	
Travel Time (s)		19.6			15.7			10.7			12.3	
Confl. Peds. (#/hr)	6		17	17		6	23		27	27		23
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		1			1			1			1	
Adj. Flow (vph)	6	18	15	8	18	17	13	247	17	10	171	13
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	39	0	0	43	0	0	277	0	0	194	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.15	1.00	1.00	1.15	1.00	1.04	1.20	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	32.9%											
Analysis Period (min)	15											
ICU Level of Service A												

HCM 6th TWSC
7: 23rd Avenue & East 15th Street

















08/29/2022

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	18	15	8	18	17	13	247	17	10	171	13
Future Vol, veh/h	6	18	15	8	18	17	13	247	17	10	171	13
Conflicting Peds, #/hr	6	0	17	17	0	6	23	0	27	27	0	23
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	18	15	8	18	17	13	247	17	10	171	13
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	526	538	218	540	536	289	207	0	0	291	0	0
Stage 1	221	221	-	309	309	-	-	-	-	-	-	-
Stage 2	305	317	-	231	227	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	462	450	822	453	451	750	1364	-	-	1271	-	-
Stage 1	781	720	-	701	660	-	-	-	-	-	-	-
Stage 2	705	654	-	772	716	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	418	420	792	406	421	727	1334	-	-	1238	-	-
Mov Cap-2 Maneuver	418	420	-	406	421	-	-	-	-	-	-	-
Stage 1	755	698	-	676	636	-	-	-	-	-	-	-
Stage 2	658	630	-	720	694	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	12.6		12.9		0.4		0.4					
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1334	-	-	512	501	1238	-	-				
HCM Lane V/C Ratio	0.01	-	-	0.076	0.086	0.008	-	-				
HCM Control Delay (s)	7.7	0	-	12.6	12.9	7.9	0	-				
HCM Lane LOS	A	A	-	B	B	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0.3	0	-	-				

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	224	43	41	361	20	45	145	25	45	213	87
Future Volume (vph)	29	224	43	41	361	20	45	145	25	45	213	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.99			0.99			0.99			0.98	
Frt		0.980			0.994			0.984			0.966	
Flt Protected		0.995			0.995			0.990			0.994	
Satd. Flow (prot)	0	1620	0	0	1643	0	0	1744	0	0	1524	0
Flt Permitted		0.940			0.947			0.883			0.940	
Satd. Flow (perm)	0	1527	0	0	1560	0	0	1549	0	0	1438	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		21			6			16			41	
Link Speed (mph)		30			25			25			25	
Link Distance (ft)		757			336			452			200	
Travel Time (s)		17.2			9.2			12.3			5.5	
Confl. Peds. (#/hr)	34		24	24		34	32		23	23		32
Confl. Bikes (#/hr)			3									
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		0			1						1	
Adj. Flow (vph)	29	224	43	41	361	20	45	145	25	45	213	87
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	296	0	0	422	0	0	215	0	0	345	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.14	1.00	1.00	1.15	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (%)	50.0%	50.0%		50.0%	50.0%		50.0%	50.0%		50.0%	50.0%	
Maximum Green (s)	20.5	20.5		20.5	20.5		20.5	20.5		20.5	20.5	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.5			4.5			4.5			4.5	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Recall Mode	Max	Max		Max	Max		None	None		Max	Max	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	8.0	8.0		8.0	8.0		13.0	13.0		13.0	13.0	
Pedestrian Calls (#/hr)	16	16		21	21		15	15		20	20	
Act Effect Green (s)		20.5			20.5			20.5			20.5	
Actuated g/C Ratio		0.41			0.41			0.41			0.41	
v/c Ratio		0.46			0.66			0.33			0.56	
Control Delay		12.9			17.7			11.1			14.2	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		12.9			17.7			11.1			14.2	
LOS		B			B			B			B	
Approach Delay		12.9			17.7			11.1			14.2	
Approach LOS		B			B			B			B	

Intersection Summary

Area Type: Other

Cycle Length: 50

Actuated Cycle Length: 50

Natural Cycle: 50

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.66

Intersection Signal Delay: 14.6





Intersection LOS: B

Intersection Capacity Utilization 60.5%

ICU Level of Service B

Analysis Period (min) 15

















Splits and Phases: 8: 23rd Avenue & Foothill Boulevard

 Ø2	 Ø4
25 s	25 s
 Ø6	 Ø8
25 s	25 s

HCM 6th Signalized Intersection Summary

8: 23rd Avenue & Foothill Boulevard

08/29/2022


												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	224	43	41	361	20	45	145	25	45	213	87
Future Volume (veh/h)	29	224	43	41	361	20	45	145	25	45	213	87
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.94	0.98		0.96	0.98		0.96	0.97		0.96
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	29	224	43	41	361	20	45	145	25	45	213	87
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	115	570	103	120	653	35	177	512	79	136	465	175
Arrive On Green	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Sat Flow, veh/h	86	1391	251	101	1594	84	220	1248	193	133	1135	428
Grp Volume(v), veh/h	296	0	0	422	0	0	215	0	0	345	0	0
Grp Sat Flow(s),veh/h/ln	1728	0	0	1779	0	0	1661	0	0	1695	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	5.8	0.0	0.0	8.8	0.0	0.0	3.9	0.0	0.0	7.1	0.0	0.0
Prop In Lane	0.10		0.15	0.10		0.05	0.21		0.12	0.13		0.25
Lane Grp Cap(c), veh/h	788	0	0	808	0	0	768	0	0	776	0	0
V/C Ratio(X)	0.38	0.00	0.00	0.52	0.00	0.00	0.28	0.00	0.00	0.44	0.00	0.00
Avail Cap(c_a), veh/h	788	0	0	808	0	0	768	0	0	776	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	10.4	0.0	0.0	11.3	0.0	0.0	9.9	0.0	0.0	10.8	0.0	0.0
Incr Delay (d2), s/veh	1.4	0.0	0.0	2.4	0.0	0.0	0.1	0.0	0.0	1.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	0.0	0.0	3.6	0.0	0.0	1.4	0.0	0.0	2.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	11.8	0.0	0.0	13.7	0.0	0.0	9.9	0.0	0.0	12.7	0.0	0.0
LnGrp LOS	B	A	A	B	A	A	A	A	A	B	A	A
Approach Vol, veh/h		296			422			215			345	
Approach Delay, s/veh		11.8			13.7			9.9			12.7	
Approach LOS		B			B			A			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		25.0		25.0		25.0		25.0				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		20.5		20.5		20.5		20.5				
Max Q Clear Time (g_c+I1), s		10.1		11.8		6.9		8.8				
Green Ext Time (p_c), s		1.1		1.3		0.7		0.9				
Intersection Summary												
HCM 6th Ctrl Delay				12.3								
HCM 6th LOS				B								

Appendix C Existing Conditions PM Synchro Level of Service Worksheets

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (vph)	0	642	450	116	301	95	281	274	100	36	284	23
Future Volume (vph)	0	642	450	116	301	95	281	274	100	36	284	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	11	11	11
Storage Length (ft)	0		150	150		0	0		100	0		0
Storage Lanes	0		1	2		0	1		1	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95
Ped Bike Factor			0.98		1.00				0.99		1.00	
Frt			0.850		0.964				0.850		0.990	
Flt Protected				0.950			0.950				0.995	
Satd. Flow (prot)	0	5085	1583	3433	1788	0	1770	1863	1583	0	3370	0
Flt Permitted				0.950			0.407				0.893	
Satd. Flow (perm)	0	5085	1548	3433	1788	0	758	1863	1561	0	3024	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			450		17				100		6	
Link Speed (mph)		35			35			30			25	
Link Distance (ft)		489			688			376			392	
Travel Time (s)		9.5			13.4			8.5			10.7	
Confl. Peds. (#/hr)			4			2			2	2		
Confl. Bikes (#/hr)			3			3						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)												1
Adj. Flow (vph)	0	642	450	116	301	95	281	274	100	36	284	23
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	642	450	116	396	0	281	274	100	0	343	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.04	1.04	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type		NA	Perm	Prot	NA		pm+pt	NA	Perm	Perm	NA	
Protected Phases		4		3	8		5	2			6	
Permitted Phases			4				2		2	6		
Detector Phase		4	4	3	8		5	2	2	6	6	
Switch Phase												
Minimum Initial (s)		7.0	7.0	5.0	8.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (%)		27.3%	27.3%	18.2%	36.4%		27.3%	36.4%	36.4%	27.3%	27.3%	
Maximum Green (s)		25.0	25.0	15.0	35.0		25.0	35.0	35.0	25.0	25.0	
Yellow Time (s)		4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0	1.0	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0	5.0	5.0		5.0	5.0	5.0		5.0	

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag		Lag	Lag	Lead			Lead			Lag	Lag	
Lead-Lag Optimize?		Yes	Yes	Yes			Yes			Yes	Yes	
Vehicle Extension (s)		2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	
Recall Mode		Max	Max	None	Max		None	Max	Max	Max	Max	
Walk Time (s)		7.0	7.0		7.0			7.0	7.0			
Flash Dont Walk (s)		11.0	11.0		10.0			25.0	25.0			
Pedestrian Calls (#/hr)		1	1		2			2	2			
Act Effect Green (s)		25.1	25.1	7.5	37.7		45.9	45.9	45.9		25.1	
Actuated g/C Ratio		0.27	0.27	0.08	0.40		0.49	0.49	0.49		0.27	
v/c Ratio		0.47	0.60	0.42	0.54		0.52	0.30	0.12		0.42	
Control Delay		31.0	7.1	46.9	24.6		18.3	15.3	3.1		30.8	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Delay		31.0	7.1	46.9	24.6		18.3	15.3	3.1		30.8	
LOS		C	A	D	C		B	B	A		C	
Approach Delay		21.1			29.7			14.7			30.8	
Approach LOS		C			C			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 110

Actuated Cycle Length: 93.6

Natural Cycle: 110

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.60

Intersection Signal Delay: 22.5

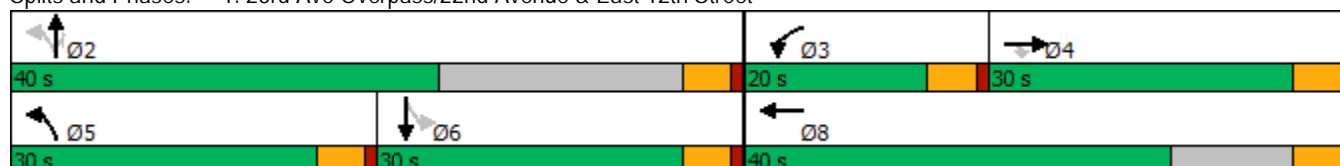
Intersection LOS: C

Intersection Capacity Utilization 72.1%

ICU Level of Service C

Analysis Period (min) 60

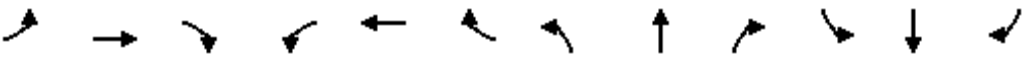
Splits and Phases: 1: 23rd Ave Overpass/22nd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (veh/h)	0	642	450	116	301	95	281	274	100	36	284	23
Future Volume (veh/h)	0	642	450	116	301	95	281	274	100	36	284	23
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.89
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	642	0	116	301	95	281	274	100	36	284	23
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	0	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	0	1453		221	550	174	545	899	761	109	780	62
Arrive On Green	0.00	0.28	0.00	0.06	0.41	0.41	0.14	0.48	0.48	0.28	0.28	0.28
Sat Flow, veh/h	0	5274	1585	3456	1357	428	1781	1870	1583	213	2740	218
Grp Volume(v), veh/h	0	642	0	116	0	396	281	274	100	187	0	156
Grp Sat Flow(s),veh/h/ln	0	1702	1585	1728	0	1786	1781	1870	1583	1688	0	1483
Q Serve(g_s), s	0.0	9.0	0.0	2.9	0.0	14.9	8.9	7.8	3.1	0.0	0.0	7.4
Cycle Q Clear(g_c), s	0.0	9.0	0.0	2.9	0.0	14.9	8.9	7.8	3.1	7.0	0.0	7.4
Prop In Lane	0.00		1.00	1.00		0.24	1.00		1.00	0.19		0.15
Lane Grp Cap(c), veh/h	0	1453		221	0	724	545	899	761	529	0	422
V/C Ratio(X)	0.00	0.44		0.53	0.00	0.55	0.52	0.30	0.13	0.35	0.00	0.37
Avail Cap(c_a), veh/h	0	1453		590	0	724	803	899	761	529	0	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	0.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	25.7	0.0	39.8	0.0	20.0	16.2	13.9	12.6	25.0	0.0	25.1
Incr Delay (d2), s/veh	0.0	1.0	0.0	0.7	0.0	3.0	0.3	0.9	0.4	1.9	0.0	2.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	3.6	0.0	1.2	0.0	6.4	3.5	3.4	1.1	3.3	0.0	2.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	26.7	0.0	40.6	0.0	23.0	16.4	14.7	13.0	26.8	0.0	27.6
LnGrp LOS	A	C		D	A	C	B	B	B	C	A	C
Approach Vol, veh/h		642			512			655			343	
Approach Delay, s/veh		26.7			26.9			15.2			27.2	
Approach LOS		C			C			B			C	
Timer - Assigned Phs		2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s		47.2	10.6	30.0	17.2	30.0		40.6				
Change Period (Y+Rc), s		5.0	5.0	5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		35.0	15.0	25.0	25.0	25.0		35.0				
Max Q Clear Time (g_c+I1), s		10.8	5.9	12.0	11.9	10.4		17.9				
Green Ext Time (p_c), s		1.2	0.1	2.4	0.3	1.2		1.4				

Intersection Summary

HCM 6th Ctrl Delay	23.3
HCM 6th LOS	C

Notes





















User approved changes to right turn type.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	321	66	70	162	32	34	300	44	45	243	35
Future Volume (vph)	45	321	66	70	162	32	34	300	44	45	243	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Storage Length (ft)	125		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		1.00			1.00			1.00			1.00	
Frt		0.974			0.975			0.983			0.984	
Flt Protected	0.950			0.950				0.996			0.993	
Satd. Flow (prot)	1711	1746	0	1711	1751	0	0	3163	0	0	3158	0
Flt Permitted	0.950			0.950				0.883			0.772	
Satd. Flow (perm)	1711	1746	0	1711	1751	0	0	2803	0	0	2453	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		14			14			16			15	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		505			702			392			392	
Travel Time (s)		11.5			16.0			10.7			10.7	
Confl. Peds. (#/hr)			10			4	4		4	4		4
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)								1			1	
Adj. Flow (vph)	45	321	66	70	162	32	34	300	44	45	243	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	45	387	0	70	194	0	0	378	0	0	323	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.12	1.04	1.04	1.12	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Detector Phase	5	2		1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	10.0	23.0		10.0	23.0		25.0	25.0		26.0	26.0	
Total Split (s)	18.0	41.0		19.0	42.0		30.0	30.0		30.0	30.0	
Total Split (%)	20.0%	45.6%		21.1%	46.7%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	14.0	37.0		15.0	38.0		26.0	26.0		26.0	26.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lead/Lag	Lag	Lag		Lead	Lead							

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	C-Max		None	None		None	None		None	None	
Walk Time (s)		7.0			7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		12.0			12.0		14.0	14.0		15.0	15.0	
Pedestrian Calls (#/hr)		2			2		4	4		4	4	
Act Effect Green (s)	17.3	55.5		8.2	50.3			16.1			16.1	
Actuated g/C Ratio	0.19	0.62		0.09	0.56			0.18			0.18	
v/c Ratio	0.14	0.36		0.45	0.20			0.73			0.72	
Control Delay	25.3	11.3		41.9	16.0			42.3			42.4	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	25.3	11.3		41.9	16.0			42.3			42.4	
LOS	C	B		D	B			D			D	
Approach Delay		12.7			22.9			42.3			42.4	
Approach LOS		B			C			D			D	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 29 (32%), Referenced to phase 2:EBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.73

Intersection Signal Delay: 29.5

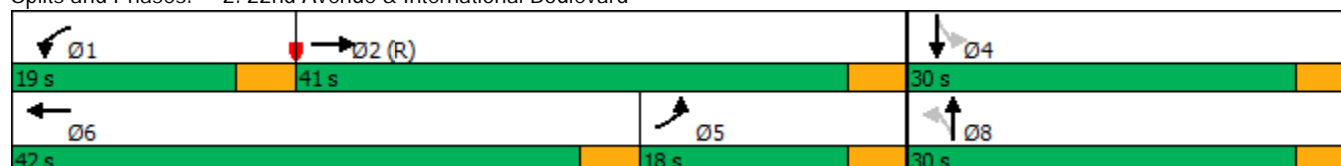
Intersection LOS: C

Intersection Capacity Utilization 60.5%

ICU Level of Service B

Analysis Period (min) 60





















Splits and Phases: 2: 22nd Avenue & International Boulevard



HCM 6th Signalized Intersection Summary

















2: 22nd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	321	66	70	162	32	34	300	44	45	243	35
Future Volume (veh/h)	45	321	66	70	162	32	34	300	44	45	243	35
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	0.99		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	45	321	66	70	162	32	34	300	44	45	243	35
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	934	918	189	106	221	44	78	493	75	92	432	67
Arrive On Green	0.52	0.61	0.61	0.06	0.15	0.15	0.20	0.20	0.20	0.20	0.20	0.20
Sat Flow, veh/h	1781	1504	309	1781	1514	299	157	2508	384	206	2200	342
Grp Volume(v), veh/h	45	0	387	70	0	194	191	0	187	155	0	168
Grp Sat Flow(s),veh/h/ln	1781	0	1813	1781	0	1814	1421	0	1628	1111	0	1636
Q Serve(g_s), s	1.1	0.0	9.5	3.5	0.0	9.2	4.1	0.0	9.4	4.2	0.0	8.3
Cycle Q Clear(g_c), s	1.1	0.0	9.5	3.5	0.0	9.2	12.3	0.0	9.4	13.5	0.0	8.3
Prop In Lane	1.00		0.17	1.00		0.16	0.18		0.24	0.29		0.21
Lane Grp Cap(c), veh/h	934	0	1107	106	0	264	326	0	320	270	0	321
V/C Ratio(X)	0.05	0.00	0.35	0.66	0.00	0.73	0.59	0.00	0.58	0.58	0.00	0.52
Avail Cap(c_a), veh/h	934	0	1107	297	0	766	480	0	470	410	0	473
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	0.97	0.00	0.97	0.96	0.00	0.96	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.4	0.0	8.7	41.4	0.0	36.8	33.6	0.0	32.8	34.1	0.0	32.4
Incr Delay (d2), s/veh	0.0	0.0	0.9	2.5	0.0	1.5	0.6	0.0	0.6	0.7	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	3.6	1.6	0.0	4.1	4.0	0.0	3.7	3.3	0.0	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.4	0.0	9.5	43.9	0.0	38.2	34.2	0.0	33.4	34.9	0.0	32.9
LnGrp LOS	B	A	A	D	A	D	C	A	C	C	A	C
Approach Vol, veh/h		432			264			378			323	
Approach Delay, s/veh		9.6			39.7			33.8			33.8	
Approach LOS		A			D			C			C	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.4	59.0		21.7	51.2	17.1		21.7				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	15.0	37.0		26.0	14.0	38.0		26.0				
Max Q Clear Time (g_c+I1), s	6.5	12.5		16.5	4.1	12.2		15.3				
Green Ext Time (p_c), s	0.0	1.6		0.9	0.0	0.7		1.2				
Intersection Summary												
HCM 6th Ctrl Delay			27.5									
HCM 6th LOS			C									

Lanes, Volumes, Timings
3: 22nd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	45	103	9	12	14	81	270	21	7	209	23
Future Volume (vph)	27	45	103	9	12	14	81	270	21	7	209	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Grade (%)		0%			0%			1%			-1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor												
Frt		0.921			0.946			0.992			0.986	
Flt Protected		0.992			0.987			0.989			0.999	
Satd. Flow (prot)	0	1515	0	0	1548	0	0	3164	0	0	3209	0
Flt Permitted		0.992			0.987			0.989			0.999	
Satd. Flow (perm)	0	1515	0	0	1548	0	0	3164	0	0	3209	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		433			717			392			375	
Travel Time (s)		11.8			19.6			10.7			10.2	
Confl. Peds. (#/hr)	6		2	2		6	2		1	1		2
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			2			1			1	
Adj. Flow (vph)	27	45	103	9	12	14	81	270	21	7	209	23
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	175	0	0	35	0	0	372	0	0	239	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.16	1.00	1.00	1.16	1.00	1.05	1.13	1.05	1.04	1.11	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	39.8%						ICU Level of Service A					
Analysis Period (min)	60											

HCM 6th TWSC
3: 22nd Avenue & East 15th Street

08/29/2022

Intersection												
Int Delay, s/veh	4.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	27	45	103	9	12	14	81	270	21	7	209	23
Future Vol, veh/h	27	45	103	9	12	14	81	270	21	7	209	23
Conflicting Peds, #/hr	6	0	2	2	0	6	2	0	1	1	0	2
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	1	-	-	-1	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	45	103	9	12	14	81	270	21	7	209	23

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	546	691	120	587	692	153	234	0	0	292	0	0
Stage 1	237	237	-	444	444	-	-	-	-	-	-	-
Stage 2	309	454	-	143	248	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	421	366	909	393	366	866	1331	-	-	1267	-	-
Stage 1	745	708	-	563	574	-	-	-	-	-	-	-
Stage 2	676	568	-	845	700	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	376	336	906	294	336	861	1328	-	-	1266	-	-
Mov Cap-2 Maneuver	376	336	-	294	336	-	-	-	-	-	-	-
Stage 1	689	702	-	521	532	-	-	-	-	-	-	-
Stage 2	599	526	-	696	694	-	-	-	-	-	-	-




















Approach	EB		WB		NB		SB	
HCM Control Delay, s	14.6		14.3		1.9		0.2	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1328	-	-	548	424	1266	-
HCM Lane V/C Ratio	0.061	-	-	0.319	0.083	0.006	-
HCM Control Delay (s)	7.9	0.2	-	14.6	14.3	7.9	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0.2	-	-	1.4	0.3	0	-

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	267	38	82	198	14	72	151	90	7	119	4
Future Volume (vph)	10	267	38	82	198	14	72	151	90	7	119	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	10	10	10	10	10	10	11	11	11	12	12	12
Grade (%)		0%			0%			1%			-1%	
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	1		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.99	1.00		1.00	1.00		0.99	0.99			1.00	
Frt		0.981			0.990			0.944			0.996	
Flt Protected	0.950			0.950			0.950				0.997	
Satd. Flow (prot)	1652	1701	0	1652	1520	0	1702	1498	0	0	1662	0
Flt Permitted	0.625			0.550			0.697				0.983	
Satd. Flow (perm)	1080	1701	0	952	1520	0	1231	1498	0	0	1638	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		19			9			49			3	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		319			757			375			149	
Travel Time (s)		7.3			17.2			10.2			4.1	
Confl. Peds. (#/hr)	9		12	12		9	10		4	4		10
Confl. Bikes (#/hr)			10			4						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)			1		3			1			1	
Adj. Flow (vph)	10	267	38	82	198	14	72	151	90	7	119	4
Shared Lane Traffic (%)												
Lane Group Flow (vph)	10	305	0	82	212	0	72	241	0	0	130	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			11			11	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.09	1.09	1.09	1.09	1.27	1.09	1.05	1.21	1.05	0.99	1.15	0.99
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Minimum Split (s)	40.0	40.0		40.0	40.0		21.0	21.0		21.0	21.0	
Total Split (s)	40.0	40.0		40.0	40.0		23.0	23.0		23.0	23.0	
Total Split (%)	63.5%	63.5%		63.5%	63.5%		36.5%	36.5%		36.5%	36.5%	
Maximum Green (s)	36.0	36.0		36.0	36.0		19.0	19.0		19.0	19.0	
Yellow Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	25.0	25.0		25.0	25.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		10.0	10.0		10.0	10.0	
Pedestrian Calls (#/hr)	12	12		9	9		4	4		10	10	
Act Effect Green (s)	36.0	36.0		36.0	36.0		19.0	19.0			19.0	
Actuated g/C Ratio	0.57	0.57		0.57	0.57		0.30	0.30			0.30	
v/c Ratio	0.02	0.31		0.15	0.24		0.19	0.50			0.26	
Control Delay	6.0	7.6		7.2	7.3		18.1	18.4			18.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Delay	6.0	7.6		7.2	7.3		18.1	18.4			18.1	
LOS	A	A		A	A		B	B			B	
Approach Delay		7.6			7.3			18.4			18.1	
Approach LOS		A			A			B			B	

Intersection Summary

Area Type: Other

Cycle Length: 63

Actuated Cycle Length: 63

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 65

Control Type: Pretimed

Maximum v/c Ratio: 0.50

Intersection Signal Delay: 12.0

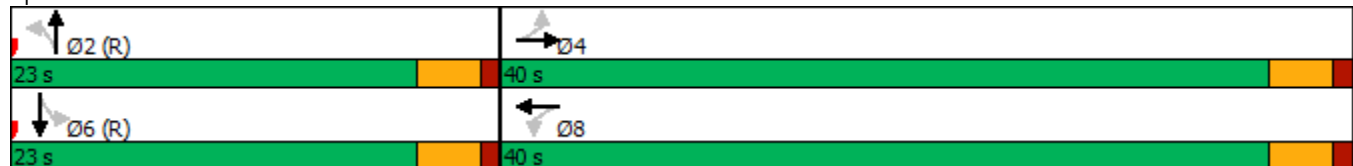
Intersection LOS: B

Intersection Capacity Utilization 76.2%

ICU Level of Service D

Analysis Period (min) 60




















Splits and Phases: 4: 22nd Avenue & Foothill Boulevard



HCM 6th Signalized Intersection Summary


















4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	267	38	82	198	14	72	151	90	7	119	4
Future Volume (veh/h)	10	267	38	82	198	14	72	151	90	7	119	4
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.98	1.00		0.97	0.99		0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	0.89	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1864	1864	1864	1909	1909	1909
Adj Flow Rate, veh/h	10	267	38	82	198	14	72	151	90	7	119	4
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	713	816	116	620	984	70	517	328	195	71	537	17
Arrive On Green	0.57	0.57	0.57	0.57	0.57	0.57	0.30	0.30	0.30	0.30	0.30	0.30
Sat Flow, veh/h	1161	1429	203	1070	1722	122	1249	1087	648	36	1781	58
Grp Volume(v), veh/h	10	0	305	82	0	212	72	0	241	130	0	0
Grp Sat Flow(s),veh/h/ln	1161	0	1632	1070	0	1844	1249	0	1735	1874	0	0
Q Serve(g_s), s	0.3	0.0	6.2	2.8	0.0	3.5	0.0	0.0	7.1	0.0	0.0	0.0
Cycle Q Clear(g_c), s	3.8	0.0	6.2	9.0	0.0	3.5	1.9	0.0	7.1	3.2	0.0	0.0
Prop In Lane	1.00		0.12	1.00		0.07	1.00		0.37	0.05		0.03
Lane Grp Cap(c), veh/h	713	0	933	620	0	1053	517	0	523	625	0	0
V/C Ratio(X)	0.01	0.00	0.33	0.13	0.00	0.20	0.14	0.00	0.46	0.21	0.00	0.00
Avail Cap(c_a), veh/h	713	0	933	620	0	1053	517	0	523	625	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	7.5	0.0	7.1	9.5	0.0	6.5	16.0	0.0	17.8	16.5	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.9	0.4	0.0	0.4	0.6	0.0	2.9	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	2.0	0.6	0.0	1.2	0.8	0.0	3.1	1.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	7.5	0.0	8.1	9.9	0.0	7.0	16.6	0.0	20.8	17.2	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	B	A	C	B	A	A
Approach Vol, veh/h		315			294			313			130	
Approach Delay, s/veh		8.0			7.8			19.8			17.2	
Approach LOS		A			A			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		23.0		40.0		23.0		40.0				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		19.0		36.0		19.0		36.0				
Max Q Clear Time (g_c+I1), s		10.1		9.2		6.2		12.0				
Green Ext Time (p_c), s		1.1		1.9		0.5		1.6				
Intersection Summary												
HCM 6th Ctrl Delay				12.6								
HCM 6th LOS				B								

Lanes, Volumes, Timings
5: 23rd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	126	754	3	1	364	121	18	7	11	95	2	68
Future Volume (vph)	126	754	3	1	364	121	18	7	11	95	2	68
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Storage Length (ft)	135		40	0		100	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.99			0.99			0.99	
Frt		0.999			0.963			0.959			0.944	
Flt Protected	0.950							0.976			0.972	
Satd. Flow (prot)	1770	3535	0	0	3217	0	0	1677	0	0	1464	0
Flt Permitted	0.950				0.954			0.854			0.802	
Satd. Flow (perm)	1770	3535	0	0	3069	0	0	1466	0	0	1206	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			59			11			52	
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		688			605			163			371	
Travel Time (s)		13.4			11.8			4.4			10.1	
Confl. Peds. (#/hr)			1	1		1	3		5	5		3
Confl. Bikes (#/hr)			9			3						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)					0						1	
Adj. Flow (vph)	126	754	3	1	364	121	18	7	11	95	2	68
Shared Lane Traffic (%)												
Lane Group Flow (vph)	126	757	0	0	486	0	0	36	0	0	165	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.07	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			4			8	
Permitted Phases				2			4			8		
Detector Phase	1	6		2	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	7.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	12.0	23.5		23.5	23.5		37.0	37.0		37.0	37.0	
Total Split (s)	12.0	32.0		32.0	32.0		37.0	37.0		37.0	37.0	
Total Split (%)	14.8%	39.5%		39.5%	39.5%		45.7%	45.7%		45.7%	45.7%	
Maximum Green (s)	7.0	26.5		26.5	26.5		32.0	32.0		32.0	32.0	
Yellow Time (s)	4.0	4.5		4.5	4.5		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0			0.0			0.0			0.0	
Total Lost Time (s)	5.0	5.5			5.5			5.0			5.0	













Existing PM 1:29 pm 08/25/2022

Synchro 11 Report
Page 12

Lanes, Volumes, Timings

5: 23rd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag	Lead			Lag			Lag			Lag		
Lead-Lag Optimize?	Yes			Yes			Yes			Yes		
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	Max		Max	Max		None	None		None	None	
Walk Time (s)		7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		11.0		7.0	7.0		25.0	25.0		25.0	25.0	
Pedestrian Calls (#/hr)		1		1	1		5	5		0	0	
Act Effect Green (s)	7.1	40.7			28.5			11.0			12.5	
Actuated g/C Ratio	0.11	0.64			0.45			0.17			0.20	
v/c Ratio	0.64	0.34			0.35			0.14			0.59	
Control Delay	48.0	7.6			12.8			15.5			23.9	
Queue Delay	0.0	0.0			0.0			0.0			0.0	
Total Delay	48.0	7.6			12.8			15.5			23.9	
LOS	D	A			B			B			C	
Approach Delay		13.4			12.8			15.5			23.9	
Approach LOS		B			B			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 81

Actuated Cycle Length: 63.9

Natural Cycle: 75

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.64

Intersection Signal Delay: 14.4

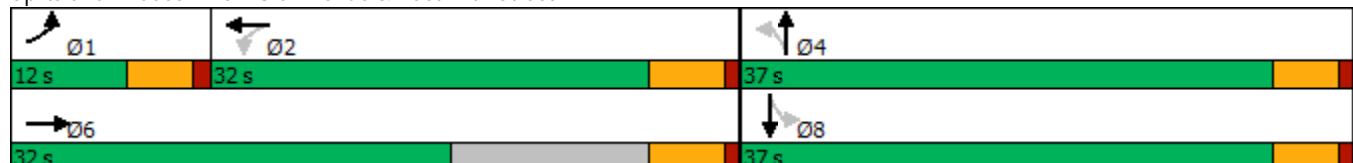
Intersection LOS: B

Intersection Capacity Utilization 62.3%

ICU Level of Service B

Analysis Period (min) 60


















Splits and Phases: 5: 23rd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

















5: 23rd Avenue & East 12th Street

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	126	754	3	1	364	121	18	7	11	95	2	68
Future Volume (veh/h)	126	754	3	1	364	121	18	7	11	95	2	68
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	0.99		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	126	754	3	1	364	121	18	7	11	95	2	68
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	187	2357	9	63	1173	382	205	84	86	240	6	104
Arrive On Green	0.11	0.65	0.65	0.46	0.46	0.46	0.17	0.17	0.17	0.17	0.17	0.17
Sat Flow, veh/h	1781	3630	14	1	2562	834	659	499	509	840	37	614
Grp Volume(v), veh/h	126	369	388	264	0	222	36	0	0	165	0	0
Grp Sat Flow(s),veh/h/ln	1781	1777	1867	1869	0	1528	1667	0	0	1491	0	0
Q Serve(g_s), s	3.9	5.3	5.3	0.0	0.0	5.3	0.0	0.0	0.0	4.9	0.0	0.0
Cycle Q Clear(g_c), s	3.9	5.3	5.3	5.2	0.0	5.3	1.0	0.0	0.0	5.9	0.0	0.0
Prop In Lane	1.00		0.01	0.00		0.55	0.50		0.31	0.58		0.41
Lane Grp Cap(c), veh/h	187	1154	1213	918	0	700	375	0	0	350	0	0
V/C Ratio(X)	0.67	0.32	0.32	0.29	0.00	0.32	0.10	0.00	0.00	0.47	0.00	0.00
Avail Cap(c_a), veh/h	216	1154	1213	918	0	700	942	0	0	909	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	24.9	4.5	4.5	9.9	0.0	9.9	20.4	0.0	0.0	22.3	0.0	0.0
Incr Delay (d2), s/veh	4.6	0.7	0.7	0.8	0.0	1.2	0.0	0.0	0.0	0.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	1.4	1.5	1.9	0.0	1.7	0.4	0.0	0.0	2.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.6	5.2	5.2	10.7	0.0	11.1	20.4	0.0	0.0	22.7	0.0	0.0
LnGrp LOS	C	A	A	B	A	B	C	A	A	C	A	A
Approach Vol, veh/h	883			486			36			165		
Approach Delay, s/veh	8.7			10.9			20.4			22.7		
Approach LOS	A			B			C			C		
Timer - Assigned Phs	1	2	4		6		8					
Phs Duration (G+Y+Rc), s	11.1	32.0	14.8		43.1		14.8					
Change Period (Y+Rc), s	5.0	5.5	5.0		5.5		5.0					
Max Green Setting (Gmax), s	7.0	26.5	32.0		26.5		32.0					
Max Q Clear Time (g_c+I1), s	6.9	8.3	4.0		8.3		8.9					
Green Ext Time (p_c), s	0.0	1.7	0.1		2.8		0.6					
Intersection Summary												
HCM 6th Ctrl Delay				11.1								
HCM 6th LOS				B								

Lanes, Volumes, Timings
6: 23rd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	17	383	16	10	269	40	10	220	14	51	125	20
Future Volume (vph)	17	383	16	10	269	40	10	220	14	51	125	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.98			1.00			0.99	
Frt		0.995			0.983			0.992			0.986	
Flt Protected		0.998			0.998			0.998			0.987	
Satd. Flow (prot)	0	1587	0	0	1556	0	0	1600	0	0	1562	0
Flt Permitted		0.983			0.988			0.987			0.724	
Satd. Flow (perm)	0	1563	0	0	1541	0	0	1582	0	0	1142	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		4			13			4			7	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		702			831			371			394	
Travel Time (s)		16.0			18.9			10.1			10.7	
Confl. Peds. (#/hr)			16			31	9		10	10		9
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			1			0			1	
Adj. Flow (vph)	17	383	16	10	269	40	10	220	14	51	125	20
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	416	0	0	319	0	0	244	0	0	196	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.21	1.04	1.04	1.20	1.04	1.04	1.19	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	23.0	23.0		23.0	23.0		23.0	23.0		24.0	24.0	
Total Split (s)	55.0	55.0		55.0	55.0		35.0	35.0		35.0	35.0	
Total Split (%)	61.1%	61.1%		61.1%	61.1%		38.9%	38.9%		38.9%	38.9%	
Maximum Green (s)	51.0	51.0		51.0	51.0		31.0	31.0		31.0	31.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.0			4.0			4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	C-Max	C-Max		Max	Max		None	None		None	None	













Existing PM 1:29 pm 08/25/2022

Synchro 11 Report
Page 15

Lanes, Volumes, Timings

6: 23rd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	6.0	6.0		6.0	6.0		12.0	12.0		13.0	13.0	
Pedestrian Calls (#/hr)	8	8		20	20		6	6		4	4	
Act Effect Green (s)		63.8			63.8			18.2			18.2	
Actuated g/C Ratio		0.71			0.71			0.20			0.20	
v/c Ratio		0.38			0.29			0.76			0.83	
Control Delay		12.2			6.3			49.1			66.2	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		12.2			6.3			49.1			66.2	
LOS		B			A			D			E	
Approach Delay		12.2			6.3			49.1			66.2	
Approach LOS		B			A			D			E	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 65 (72%), Referenced to phase 2:EBTL, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.83

Intersection Signal Delay: 27.3




Intersection LOS: C

Intersection Capacity Utilization 64.6%

ICU Level of Service C

Analysis Period (min) 60

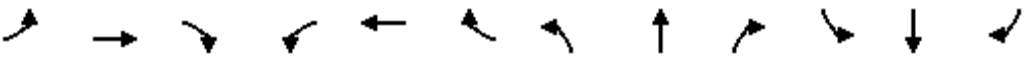
Splits and Phases: 6: 23rd Avenue & International Boulevard

 Ø2 (R)	 Ø4
55 s	35 s
 Ø6	 Ø8
55 s	35 s

HCM 6th Signalized Intersection Summary

















6: 23rd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↩			↩			↔			↔	
Traffic Volume (veh/h)	17	383	16	10	269	40	10	220	14	51	125	20
Future Volume (veh/h)	17	383	16	10	269	40	10	220	14	51	125	20
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.99	1.00		0.98	0.98		0.97	0.99		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	17	383	16	10	269	40	10	220	14	51	125	20
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	67	1266	52	57	1142	166	48	301	19	106	188	28
Arrive On Green	0.73	0.73	0.73	0.73	0.73	0.73	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	34	1726	70	22	1556	226	37	1697	106	312	1059	156
Grp Volume(v), veh/h	416	0	0	319	0	0	244	0	0	196	0	0
Grp Sat Flow(s),veh/h/ln	1831	0	0	1804	0	0	1839	0	0	1527	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	6.9	0.0	0.0	5.1	0.0	0.0	11.2	0.0	0.0	11.0	0.0	0.0
Prop In Lane	0.04		0.04	0.03		0.13	0.04		0.06	0.26		0.10
Lane Grp Cap(c), veh/h	1385	0	0	1365	0	0	368	0	0	322	0	0
V/C Ratio(X)	0.30	0.00	0.00	0.23	0.00	0.00	0.66	0.00	0.00	0.61	0.00	0.00
Avail Cap(c_a), veh/h	1385	0	0	1365	0	0	670	0	0	583	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.94	0.00	0.00	1.00	0.00	0.00	0.83	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.1	0.0	0.0	3.9	0.0	0.0	35.1	0.0	0.0	34.7	0.0	0.0
Incr Delay (d2), s/veh	0.5	0.0	0.0	0.4	0.0	0.0	0.6	0.0	0.0	0.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	0.0	0.0	1.6	0.0	0.0	5.1	0.0	0.0	4.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.6	0.0	0.0	4.3	0.0	0.0	35.7	0.0	0.0	35.4	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	D	A	A	D	A	A
Approach Vol, veh/h		416			319			244			196	
Approach Delay, s/veh		4.6			4.3			35.7			35.4	
Approach LOS		A			A			D			D	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		70.0		20.0		70.0		20.0				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		51.0		31.0		51.0		31.0				
Max Q Clear Time (g_c+I1), s		9.9		14.0		8.1		14.2				
Green Ext Time (p_c), s		1.8		0.7		1.4		0.9				
Intersection Summary												
HCM 6th Ctrl Delay				16.1								
HCM 6th LOS				B								

Lanes, Volumes, Timings
7: 23rd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	12	38	19	8	13	17	9	243	18	18	167	9
Future Volume (vph)	12	38	19	8	13	17	9	243	18	18	167	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.963			0.940			0.991			0.994	
Flt Protected		0.991			0.990			0.998			0.995	
Satd. Flow (prot)	0	1591	0	0	1551	0	0	1594	0	0	1594	0
Flt Permitted		0.991			0.990			0.998			0.995	
Satd. Flow (perm)	0	1591	0	0	1551	0	0	1594	0	0	1594	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		717			577			394			452	
Travel Time (s)		19.6			15.7			10.7			12.3	
Confl. Peds. (#/hr)	9		4	4		9	10		18	18		10
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		1			1			1			1	
Adj. Flow (vph)	12	38	19	8	13	17	9	243	18	18	167	9
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	69	0	0	38	0	0	270	0	0	194	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.15	1.00	1.00	1.15	1.00	1.04	1.20	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	30.0%											
Analysis Period (min)	60											
ICU Level of Service A												

HCM 6th TWSC
7: 23rd Avenue & East 15th Street

















08/29/2022

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	12	38	19	8	13	17	9	243	18	18	167	9
Future Vol, veh/h	12	38	19	8	13	17	9	243	18	18	167	9
Conflicting Peds, #/hr	9	0	4	4	0	9	10	0	18	18	0	10
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	38	19	8	13	17	9	243	18	18	167	9
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	512	515	186	528	510	279	186	0	0	279	0	0
Stage 1	218	218	-	288	288	-	-	-	-	-	-	-
Stage 2	294	297	-	240	222	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	472	464	856	461	467	760	1388	-	-	1284	-	-
Stage 1	784	723	-	720	674	-	-	-	-	-	-	-
Stage 2	714	668	-	763	720	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	435	441	845	405	444	741	1375	-	-	1262	-	-
Mov Cap-2 Maneuver	435	441	-	405	444	-	-	-	-	-	-	-
Stage 1	771	704	-	702	657	-	-	-	-	-	-	-
Stage 2	673	651	-	692	701	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	13.2		12.3		0.3		0.7					
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1375	-	-	506	528	1262	-	-				
HCM Lane V/C Ratio	0.007	-	-	0.136	0.072	0.014	-	-				
HCM Control Delay (s)	7.6	0	-	13.2	12.3	7.9	0	-				
HCM Lane LOS	A	A	-	B	B	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.5	0.2	0	-	-				

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	301	35	19	219	22	18	207	35	21	146	39
Future Volume (vph)	29	301	35	19	219	22	18	207	35	21	146	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			1.00			1.00			0.99	
Frt		0.987			0.989			0.982			0.974	
Flt Protected		0.996			0.996			0.997			0.995	
Satd. Flow (prot)	0	1642	0	0	1637	0	0	1756	0	0	1554	0
Flt Permitted		0.964			0.964			0.976			0.958	
Satd. Flow (perm)	0	1588	0	0	1584	0	0	1718	0	0	1495	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		13			11			19			28	
Link Speed (mph)		30			25			25			25	
Link Distance (ft)		757			336			452			200	
Travel Time (s)		17.2			9.2			12.3			5.5	
Confl. Peds. (#/hr)	9		7	7		9	5		9	9		5
Confl. Bikes (#/hr)			6									
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		0			1						1	
Adj. Flow (vph)	29	301	35	19	219	22	18	207	35	21	146	39
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	365	0	0	260	0	0	260	0	0	206	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.14	1.00	1.00	1.15	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (%)	50.0%	50.0%		50.0%	50.0%		50.0%	50.0%		50.0%	50.0%	
Maximum Green (s)	20.5	20.5		20.5	20.5		20.5	20.5		20.5	20.5	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.5			4.5			4.5			4.5	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	













Existing PM 1:29 pm 08/25/2022

Synchro 11 Report
Page 20

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Recall Mode	Max	Max		Max	Max		None	None		Max	Max	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	8.0	8.0		8.0	8.0		13.0	13.0		13.0	13.0	
Pedestrian Calls (#/hr)	16	16		21	21		15	15		20	20	
Act Effect Green (s)		20.5			20.5			20.5			20.5	
Actuated g/C Ratio		0.41			0.41			0.41			0.41	
v/c Ratio		0.55			0.40			0.36			0.33	
Control Delay		14.9			12.2			11.3			10.4	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		14.9			12.2			11.3			10.4	
LOS		B			B			B			B	
Approach Delay		14.9			12.2			11.3			10.4	
Approach LOS		B			B			B			B	

Intersection Summary

Area Type: Other

Cycle Length: 50

Actuated Cycle Length: 50

Natural Cycle: 50

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.55

Intersection Signal Delay: 12.5





Intersection LOS: B

Intersection Capacity Utilization 50.7%

ICU Level of Service A

Analysis Period (min) 60

















Splits and Phases: 8: 23rd Avenue & Foothill Boulevard

 Ø2	 Ø4
25 s	25 s
 Ø6	 Ø8
25 s	25 s

HCM 6th Signalized Intersection Summary

8: 23rd Avenue & Foothill Boulevard

08/29/2022


												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	301	35	19	219	22	18	207	35	21	146	39
Future Volume (veh/h)	29	301	35	19	219	22	18	207	35	21	146	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.96	1.00		0.99	0.99		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	29	301	35	19	219	22	18	207	35	21	146	39
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	108	631	70	101	650	62	99	614	99	113	549	136
Arrive On Green	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Sat Flow, veh/h	74	1540	171	58	1585	152	54	1497	241	82	1339	332
Grp Volume(v), veh/h	365	0	0	260	0	0	260	0	0	206	0	0
Grp Sat Flow(s),veh/h/ln	1784	0	0	1795	0	0	1793	0	0	1753	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	7.3	0.0	0.0	4.9	0.0	0.0	4.9	0.0	0.0	3.8	0.0	0.0
Prop In Lane	0.08		0.10	0.07		0.08	0.07		0.13	0.10		0.19
Lane Grp Cap(c), veh/h	809	0	0	813	0	0	812	0	0	798	0	0
V/C Ratio(X)	0.45	0.00	0.00	0.32	0.00	0.00	0.32	0.00	0.00	0.26	0.00	0.00
Avail Cap(c_a), veh/h	809	0	0	813	0	0	812	0	0	798	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	10.9	0.0	0.0	10.1	0.0	0.0	10.2	0.0	0.0	9.8	0.0	0.0
Incr Delay (d2), s/veh	1.8	0.0	0.0	1.0	0.0	0.0	0.1	0.0	0.0	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.8	0.0	0.0	1.9	0.0	0.0	1.7	0.0	0.0	1.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.7	0.0	0.0	11.2	0.0	0.0	10.2	0.0	0.0	10.6	0.0	0.0
LnGrp LOS	B	A	A	B	A	A	B	A	A	B	A	A
Approach Vol, veh/h	365			260			260			206		
Approach Delay, s/veh	12.7			11.2			10.2			10.6		
Approach LOS	B			B			B			B		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	25.0			25.0			25.0			25.0		
Change Period (Y+Rc), s	4.5			4.5			4.5			4.5		
Max Green Setting (Gmax), s	20.5			20.5			20.5			20.5		
Max Q Clear Time (g_c+I1), s	6.8			7.9			7.9			10.3		
Green Ext Time (p_c), s	0.7			0.8			0.8			1.1		
Intersection Summary												
HCM 6th Ctrl Delay	11.4											
HCM 6th LOS	B											

Appendix D Existing Plus Project Conditions AM Synchro Level of Service Worksheets

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (vph)	0	298	380	148	354	53	269	200	62	46	464	31
Future Volume (vph)	0	298	380	148	354	53	269	200	62	46	464	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	11	11	11
Storage Length (ft)	0		150	150		0	0		100	0		0
Storage Lanes	0		1	2		0	1		1	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95
Ped Bike Factor			0.98		1.00				0.99		1.00	
Frt			0.850		0.980				0.850		0.991	
Flt Protected				0.950			0.950				0.996	
Satd. Flow (prot)	0	5085	1583	3433	1822	0	1770	1863	1583	0	3377	0
Flt Permitted				0.950			0.258				0.907	
Satd. Flow (perm)	0	5085	1552	3433	1822	0	481	1863	1561	0	3075	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			380		8				69		5	
Link Speed (mph)		35			35			30			25	
Link Distance (ft)		489			688			376			392	
Travel Time (s)		9.5			13.4			8.5			10.7	
Confl. Peds. (#/hr)			1			2			2	2		
Confl. Bikes (#/hr)			6			1						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)												1
Adj. Flow (vph)	0	298	380	148	354	53	269	200	62	46	464	31
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	298	380	148	407	0	269	200	62	0	541	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.04	1.04	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type		NA	Perm	Prot	NA		pm+pt	NA	Perm	Perm	NA	
Protected Phases		4		3	8		5	2			6	
Permitted Phases			4				2		2	6		
Detector Phase		4	4	3	8		5	2	2	6	6	
Switch Phase												
Minimum Initial (s)		7.0	7.0	5.0	8.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (%)		27.3%	27.3%	18.2%	36.4%		27.3%	36.4%	36.4%	27.3%	27.3%	
Maximum Green (s)		25.0	25.0	15.0	35.0		25.0	35.0	35.0	25.0	25.0	
Yellow Time (s)		4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0	1.0	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0	5.0	5.0		5.0	5.0	5.0		5.0	

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag		Lag	Lag	Lead			Lead			Lag	Lag	
Lead-Lag Optimize?		Yes	Yes	Yes			Yes			Yes	Yes	
Vehicle Extension (s)		2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	
Recall Mode		Max	Max	None	Max		None	Max	Max	Max	Max	
Walk Time (s)		7.0	7.0		7.0			7.0	7.0			
Flash Dont Walk (s)		11.0	11.0		10.0			25.0	25.0			
Pedestrian Calls (#/hr)		1	1		2			2	2			
Act Effect Green (s)		25.1	25.1	8.4	38.6		45.4	45.4	45.4		25.1	
Actuated g/C Ratio		0.27	0.27	0.09	0.41		0.48	0.48	0.48		0.27	
v/c Ratio		0.22	0.55	0.48	0.54		0.61	0.22	0.08		0.66	
Control Delay		28.5	6.7	47.2	24.6		21.3	14.9	3.2		35.9	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Delay		28.5	6.7	47.2	24.6		21.3	14.9	3.2		35.9	
LOS		C	A	D	C		C	B	A		D	
Approach Delay		16.3			30.6			16.7			35.9	
Approach LOS		B			C			B			D	

Intersection Summary

Area Type: Other

Cycle Length: 110

Actuated Cycle Length: 94

Natural Cycle: 110

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.66

Intersection Signal Delay: 24.4

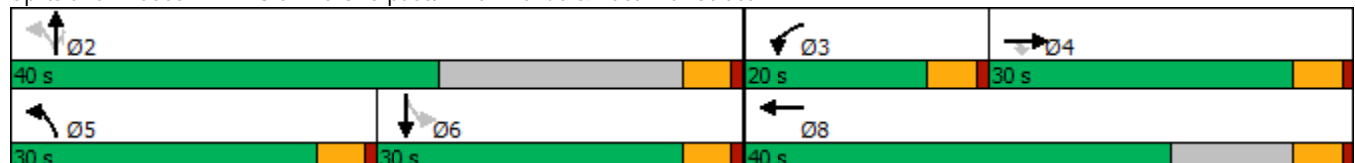
Intersection LOS: C

Intersection Capacity Utilization 77.7%

ICU Level of Service D

Analysis Period (min) 15

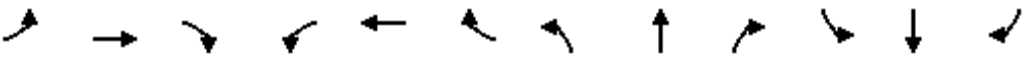
Splits and Phases: 1: 23rd Ave Overpass/22nd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (veh/h)	0	298	380	148	354	53	269	200	62	46	464	31
Future Volume (veh/h)	0	298	380	148	354	53	269	200	62	46	464	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.89
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	298	0	148	354	53	269	200	62	46	464	31
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	0	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	0	1441		259	656	98	448	886	750	102	803	53
Arrive On Green	0.00	0.28	0.00	0.07	0.41	0.41	0.14	0.47	0.47	0.28	0.28	0.28
Sat Flow, veh/h	0	5274	1585	3456	1586	237	1781	1870	1583	195	2845	187
Grp Volume(v), veh/h	0	298	0	148	0	407	269	200	62	295	0	246
Grp Sat Flow(s),veh/h/ln	0	1702	1585	1728	0	1824	1781	1870	1583	1738	0	1489
Q Serve(g_s), s	0.0	3.9	0.0	3.7	0.0	14.9	8.7	5.6	1.9	6.0	0.0	12.6
Cycle Q Clear(g_c), s	0.0	3.9	0.0	3.7	0.0	14.9	8.7	5.6	1.9	12.6	0.0	12.6
Prop In Lane	0.00		1.00	1.00		0.13	1.00		1.00	0.16		0.13
Lane Grp Cap(c), veh/h	0	1441		259	0	754	448	886	750	538	0	420
V/C Ratio(X)	0.00	0.21		0.57	0.00	0.54	0.60	0.23	0.08	0.55	0.00	0.59
Avail Cap(c_a), veh/h	0	1441		585	0	754	710	886	750	538	0	420
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	0.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	24.2	0.0	39.6	0.0	19.6	17.7	13.7	12.8	27.2	0.0	27.4
Incr Delay (d2), s/veh	0.0	0.3	0.0	0.7	0.0	2.8	0.5	0.6	0.2	4.0	0.0	5.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.6	0.0	1.5	0.0	6.5	3.4	2.4	0.7	5.9	0.0	5.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	24.6	0.0	40.4	0.0	22.4	18.2	14.3	13.0	31.2	0.0	33.2
LnGrp LOS	A	C		D	A	C	B	B	B	C	A	C
Approach Vol, veh/h		298			555			531			541	
Approach Delay, s/veh		24.6			27.2			16.1			32.1	
Approach LOS		C			C			B			C	
Timer - Assigned Phs		2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s		47.0	11.6	30.0	17.0	30.0		41.6				
Change Period (Y+Rc), s		5.0	5.0	5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		35.0	15.0	25.0	25.0	25.0		35.0				
Max Q Clear Time (g_c+I1), s		8.6	6.7	6.9	11.7	15.6		17.9				
Green Ext Time (p_c), s		0.8	0.1	1.2	0.3	1.7		1.4				

Intersection Summary

HCM 6th Ctrl Delay	25.1
HCM 6th LOS	C

Notes

User approved changes to right turn type.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard

08/29/2022















Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	200	65	73	205	32	9	243	11	18	405	22
Future Volume (vph)	29	200	65	73	205	32	9	243	11	18	405	22
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Storage Length (ft)	125		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		1.00			1.00			1.00			1.00	
Frt		0.963			0.980			0.994			0.993	
Flt Protected	0.950			0.950				0.998			0.998	
Satd. Flow (prot)	1711	1728	0	1711	1761	0	0	3211	0	0	3208	0
Flt Permitted	0.950			0.950				0.936			0.935	
Satd. Flow (perm)	1711	1728	0	1711	1761	0	0	3011	0	0	3004	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		22			11			5			6	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		505			702			392			392	
Travel Time (s)		11.5			16.0			10.7			10.7	
Confl. Peds. (#/hr)			2			2	4		8	8		4
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)								1			1	
Adj. Flow (vph)	29	200	65	73	205	32	9	243	11	18	405	22
Shared Lane Traffic (%)												
Lane Group Flow (vph)	29	265	0	73	237	0	0	263	0	0	445	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.12	1.04	1.04	1.12	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Detector Phase	5	2		1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	10.0	23.0		10.0	23.0		25.0	25.0		26.0	26.0	
Total Split (s)	17.0	42.0		18.0	43.0		30.0	30.0		30.0	30.0	
Total Split (%)	18.9%	46.7%		20.0%	47.8%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	13.0	38.0		14.0	39.0		26.0	26.0		26.0	26.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lead/Lag	Lag	Lag		Lead	Lead							

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	None		None	C-Max		None	None		None	None	
Walk Time (s)		7.0			7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		12.0			12.0		14.0	14.0		15.0	15.0	
Pedestrian Calls (#/hr)		2			2		4	4		4	4	
Act Effect Green (s)	6.2	53.8		8.3	59.7			17.7			17.7	
Actuated g/C Ratio	0.07	0.60		0.09	0.66			0.20			0.20	
v/c Ratio	0.25	0.25		0.46	0.20			0.44			0.75	
Control Delay	44.2	10.6		50.5	4.7			32.8			41.4	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	44.2	10.6		50.5	4.7			32.8			41.4	
LOS	D	B		D	A			C			D	
Approach Delay		13.9			15.5			32.8			41.4	
Approach LOS		B			B			C			D	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 42 (47%), Referenced to phase 6:WBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.75

Intersection Signal Delay: 27.4







Intersection LOS: C

Intersection Capacity Utilization 55.2%

ICU Level of Service B

Analysis Period (min) 15





















Splits and Phases: 2: 22nd Avenue & International Boulevard

 Ø1	 Ø2	 Ø4
18 s	42 s	30 s
 Ø6 (R)	 Ø5	 Ø8
43 s	17 s	30 s

HCM 6th Signalized Intersection Summary

















2: 22nd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	29	200	65	73	205	32	9	243	11	18	405	22
Future Volume (veh/h)	29	200	65	73	205	32	9	243	11	18	405	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	0.99		0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	29	200	65	73	205	32	9	243	11	18	405	22
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	99	577	188	110	684	107	50	548	25	57	572	31
Arrive On Green	0.06	0.43	0.43	0.06	0.43	0.43	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	1781	1351	439	1781	1579	246	38	3092	142	79	3229	173
Grp Volume(v), veh/h	29	0	265	73	0	237	134	0	129	233	0	212
Grp Sat Flow(s),veh/h/ln	1781	0	1791	1781	0	1826	1600	0	1673	1816	0	1666
Q Serve(g_s), s	1.4	0.0	9.0	3.6	0.0	7.6	0.2	0.0	6.2	4.1	0.0	10.8
Cycle Q Clear(g_c), s	1.4	0.0	9.0	3.6	0.0	7.6	10.9	0.0	6.2	10.8	0.0	10.8
Prop In Lane	1.00		0.25	1.00		0.14	0.07		0.08	0.08		0.10
Lane Grp Cap(c), veh/h	99	0	764	110	0	791	326	0	296	365	0	295
V/C Ratio(X)	0.29	0.00	0.35	0.66	0.00	0.30	0.41	0.00	0.44	0.64	0.00	0.72
Avail Cap(c_a), veh/h	257	0	764	277	0	791	522	0	483	563	0	481
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	0.97	0.00	0.97	0.98	0.00	0.98	1.00	0.00	1.00
Uniform Delay (d), s/veh	40.8	0.0	17.3	41.3	0.0	16.6	32.8	0.0	33.0	34.8	0.0	34.9
Incr Delay (d2), s/veh	0.6	0.0	0.1	2.4	0.0	0.9	0.3	0.0	0.4	0.7	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	3.6	1.6	0.0	3.3	2.6	0.0	2.5	4.9	0.0	4.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.4	0.0	17.4	43.7	0.0	17.5	33.1	0.0	33.4	35.5	0.0	36.1
LnGrp LOS	D	A	B	D	A	B	C	A	C	D	A	D
Approach Vol, veh/h		294			310			263			445	
Approach Delay, s/veh		19.8			23.7			33.3			35.8	
Approach LOS		B			C			C			D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.6	42.4		19.9	9.0	43.0		19.9				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	14.0	38.0		26.0	13.0	39.0		26.0				
Max Q Clear Time (g_c+I1), s	6.6	12.0		13.8	4.4	10.6		13.9				
Green Ext Time (p_c), s	0.0	1.0		1.5	0.0	0.9		0.8				
Intersection Summary												
HCM 6th Ctrl Delay			28.9									
HCM 6th LOS			C									





Lanes, Volumes, Timings
3: 22nd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	12	19	54	9	17	13	36	198	63	34	414	11
Future Volume (vph)	12	19	54	9	17	13	36	198	63	34	414	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Grade (%)		0%			0%			1%			-1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor												
Frt		0.914			0.955			0.968			0.996	
Flt Protected		0.993			0.989			0.994			0.996	
Satd. Flow (prot)	0	1505	0	0	1566	0	0	3103	0	0	3232	0
Flt Permitted		0.993			0.989			0.994			0.996	
Satd. Flow (perm)	0	1505	0	0	1566	0	0	3103	0	0	3232	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		433			717			392			375	
Travel Time (s)		11.8			19.6			10.7			10.2	
Confl. Peds. (#/hr)	2		4	4		2	18		16	16		18
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			2			1			1	
Adj. Flow (vph)	12	19	54	9	17	13	36	198	63	34	414	11
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	85	0	0	39	0	0	297	0	0	459	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.16	1.00	1.00	1.16	1.00	1.05	1.13	1.05	1.04	1.11	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	40.8%						ICU Level of Service A					
Analysis Period (min)	15											

HCM 6th TWSC
3: 22nd Avenue & East 15th Street

08/29/2022

Intersection												
Int Delay, s/veh	2.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	19	54	9	17	13	36	198	63	34	414	11
Future Vol, veh/h	12	19	54	9	17	13	36	198	63	34	414	11
Conflicting Peds, #/hr	2	0	4	4	0	2	18	0	16	16	0	18
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	1	-	-	-1	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	19	54	9	17	13	36	198	63	34	414	11

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	688	855	235	607	829	149	443	0	0	277	0	0
Stage 1	506	506	-	318	318	-	-	-	-	-	-	-
Stage 2	182	349	-	289	511	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	333	294	767	380	305	871	1113	-	-	1283	-	-
Stage 1	517	538	-	668	652	-	-	-	-	-	-	-
Stage 2	802	632	-	694	535	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	290	264	751	309	274	856	1094	-	-	1263	-	-
Mov Cap-2 Maneuver	290	264	-	309	274	-	-	-	-	-	-	-
Stage 1	489	511	-	632	617	-	-	-	-	-	-	-
Stage 2	737	599	-	596	508	-	-	-	-	-	-	-




















Approach	EB		WB		NB		SB	
HCM Control Delay, s	14.6		16		1.1		0.7	
HCM LOS	B		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1094	-	-	459	367	1263	-
HCM Lane V/C Ratio	0.033	-	-	0.185	0.106	0.027	-
HCM Control Delay (s)	8.4	0.1	-	14.6	16	7.9	0.1
HCM Lane LOS	A	A	-	B	C	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0.7	0.4	0.1	-

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	24	231	62	159	308	41	64	115	42	16	228	11
Future Volume (vph)	24	231	62	159	308	41	64	115	42	16	228	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	10	10	10	10	10	10	11	11	11	12	12	12
Grade (%)		0%			0%			1%			-1%	
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	1		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.96	0.99		0.99	0.99		0.95	0.96			0.99	
Frt		0.968			0.982			0.960			0.994	
Flt Protected	0.950			0.950			0.950				0.997	
Satd. Flow (prot)	1652	1672	0	1652	1494	0	1702	1474	0	0	1652	0
Flt Permitted	0.513			0.561			0.507				0.980	
Satd. Flow (perm)	856	1672	0	964	1494	0	859	1474	0	0	1612	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		36			18			30			4	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		319			757			375			149	
Travel Time (s)		7.3			17.2			10.2			4.1	
Confl. Peds. (#/hr)	77		35	35		77	52		77	77		52
Confl. Bikes (#/hr)			5			15						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)			1		3			1			1	
Adj. Flow (vph)	24	231	62	159	308	41	64	115	42	16	228	11
Shared Lane Traffic (%)												
Lane Group Flow (vph)	24	293	0	159	349	0	64	157	0	0	255	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			11			11	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.09	1.09	1.09	1.09	1.27	1.09	1.05	1.21	1.05	0.99	1.15	0.99
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Minimum Split (s)	40.0	40.0		40.0	40.0		21.0	21.0		21.0	21.0	
Total Split (s)	40.0	40.0		40.0	40.0		23.0	23.0		23.0	23.0	
Total Split (%)	63.5%	63.5%		63.5%	63.5%		36.5%	36.5%		36.5%	36.5%	
Maximum Green (s)	36.0	36.0		36.0	36.0		19.0	19.0		19.0	19.0	
Yellow Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	25.0	25.0		25.0	25.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		10.0	10.0		10.0	10.0	
Pedestrian Calls (#/hr)	10	10		15	15		15	15		12	12	
Act Effect Green (s)	36.0	36.0		36.0	36.0		19.0	19.0			19.0	
Actuated g/C Ratio	0.57	0.57		0.57	0.57		0.30	0.30			0.30	
v/c Ratio	0.05	0.30		0.29	0.41		0.25	0.34			0.52	
Control Delay	6.3	7.1		8.7	8.9		19.8	16.2			22.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Delay	6.3	7.1		8.7	8.9		19.8	16.2			22.6	
LOS	A	A		A	A		B	B			C	
Approach Delay		7.0			8.8			17.2			22.6	
Approach LOS		A			A			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 63

Actuated Cycle Length: 63

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 65

Control Type: Pretimed

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 12.5

Intersection LOS: B

Intersection Capacity Utilization 76.2%

ICU Level of Service D

Analysis Period (min) 15




















Splits and Phases: 4: 22nd Avenue & Foothill Boulevard



HCM 6th Signalized Intersection Summary


















4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	24	231	62	159	308	41	64	115	42	16	228	11
Future Volume (veh/h)	24	231	62	159	308	41	64	115	42	16	228	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.96		0.95	0.98		0.90	0.93		0.87	0.91		0.87
Parking Bus, Adj	1.00	1.00	0.89	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1864	1864	1864	1909	1909	1909
Adj Flow Rate, veh/h	24	231	62	159	308	41	64	115	42	16	228	11
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	580	717	192	617	911	121	420	376	137	77	516	24
Arrive On Green	0.57	0.57	0.57	0.57	0.57	0.57	0.30	0.30	0.30	0.30	0.30	0.30
Sat Flow, veh/h	993	1254	337	1059	1594	212	1060	1248	456	54	1711	80
Grp Volume(v), veh/h	24	0	293	159	0	349	64	0	157	255	0	0
Grp Sat Flow(s),veh/h/ln	993	0	1591	1059	0	1806	1060	0	1704	1845	0	0
Q Serve(g_s), s	0.8	0.0	6.1	5.8	0.0	6.5	0.0	0.0	4.5	0.0	0.0	0.0
Cycle Q Clear(g_c), s	7.3	0.0	6.1	11.9	0.0	6.5	3.2	0.0	4.5	6.9	0.0	0.0
Prop In Lane	1.00		0.21	1.00		0.12	1.00		0.27	0.06		0.04
Lane Grp Cap(c), veh/h	580	0	909	617	0	1032	420	0	514	617	0	0
V/C Ratio(X)	0.04	0.00	0.32	0.26	0.00	0.34	0.15	0.00	0.31	0.41	0.00	0.00
Avail Cap(c_a), veh/h	580	0	909	617	0	1032	420	0	514	617	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.1	0.0	7.1	10.2	0.0	7.2	16.5	0.0	16.9	17.8	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.9	1.0	0.0	0.9	0.8	0.0	1.5	2.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	1.9	1.4	0.0	2.2	0.7	0.0	1.9	3.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.2	0.0	8.0	11.2	0.0	8.1	17.3	0.0	18.5	19.8	0.0	0.0
LnGrp LOS	A	A	A	B	A	A	B	A	B	B	A	A
Approach Vol, veh/h	317			508			221			255		
Approach Delay, s/veh	8.1			9.1			18.1			19.8		
Approach LOS	A			A			B			B		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	23.0			40.0			23.0			40.0		
Change Period (Y+Rc), s	4.0			4.0			4.0			4.0		
Max Green Setting (Gmax), s	19.0			36.0			19.0			36.0		
Max Q Clear Time (g_c+I1), s	7.5			10.3			9.9			14.9		
Green Ext Time (p_c), s	0.9			2.0			1.0			2.9		
Intersection Summary												
HCM 6th Ctrl Delay	12.5											
HCM 6th LOS	B											

Lanes, Volumes, Timings
5: 23rd Avenue & East 12th Street













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	72	374	2	2	506	98	1	1	1	118	0	114
Future Volume (vph)	72	374	2	2	506	98	1	1	1	118	0	114
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Storage Length (ft)	135		40	0		100	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			1.00			0.99			1.00	
Frt		0.999			0.976			0.955			0.934	
Flt Protected	0.950							0.984			0.975	
Satd. Flow (prot)	1770	3535	0	0	3267	0	0	1683	0	0	1468	0
Flt Permitted	0.950				0.954			0.910			0.838	
Satd. Flow (perm)	1770	3535	0	0	3117	0	0	1557	0	0	1259	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			29			1			101	
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		688			605			163			371	
Travel Time (s)		13.4			11.8			4.4			10.1	
Confl. Peds. (#/hr)			1	1		1			5	5		
Confl. Bikes (#/hr)			3			4						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)					0						1	
Adj. Flow (vph)	72	374	2	2	506	98	1	1	1	118	0	114
Shared Lane Traffic (%)												
Lane Group Flow (vph)	72	376	0	0	606	0	0	3	0	0	232	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.07	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			4			8	
Permitted Phases				2			4			8		
Detector Phase	1	6		2	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	7.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	12.0	23.5		23.5	23.5		37.0	37.0		37.0	37.0	
Total Split (s)	12.0	32.0		32.0	32.0		37.0	37.0		37.0	37.0	
Total Split (%)	14.8%	39.5%		39.5%	39.5%		45.7%	45.7%		45.7%	45.7%	
Maximum Green (s)	7.0	26.5		26.5	26.5		32.0	32.0		32.0	32.0	
Yellow Time (s)	4.0	4.5		4.5	4.5		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0			0.0			0.0			0.0	
Total Lost Time (s)	5.0	5.5			5.5			5.0			5.0	

Lanes, Volumes, Timings

5: 23rd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag	Lead			Lag			Lag			Lag		
Lead-Lag Optimize?	Yes			Yes			Yes			Yes		
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	Max		Max	Max		None	None		None	None	
Walk Time (s)		7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		11.0		7.0	7.0		25.0	25.0		25.0	25.0	
Pedestrian Calls (#/hr)		1		1	1		5	5		0	0	
Act Effect Green (s)	7.3	36.2			29.8			9.2			12.9	
Actuated g/C Ratio	0.12	0.60			0.50			0.15			0.21	
v/c Ratio	0.34	0.18			0.39			0.01			0.66	
Control Delay	33.6	7.2			13.6			17.7			21.4	
Queue Delay	0.0	0.0			0.0			0.0			0.0	
Total Delay	33.6	7.2			13.6			17.7			21.4	
LOS	C	A			B			B			C	
Approach Delay		11.4			13.6			17.7			21.4	
Approach LOS		B			B			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 81

Actuated Cycle Length: 60.1

Natural Cycle: 75

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.66

Intersection Signal Delay: 14.2

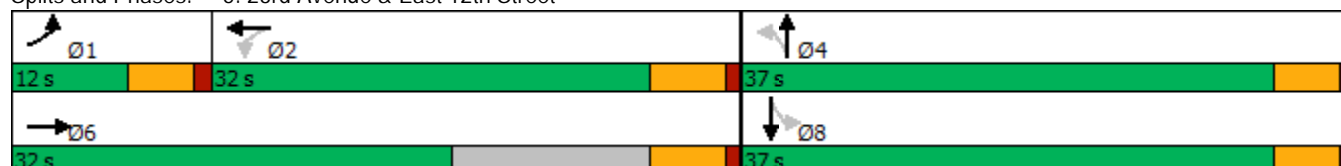
Intersection LOS: B

Intersection Capacity Utilization 65.7%

ICU Level of Service C

Analysis Period (min) 15


















Splits and Phases: 5: 23rd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

5: 23rd Avenue & East 12th Street

















08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	72	374	2	2	506	98	1	1	1	118	0	114
Future Volume (veh/h)	72	374	2	2	506	98	1	1	1	118	0	114
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	0.99		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	72	374	2	2	506	98	1	1	1	118	0	114
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	145	2198	12	61	1279	245	166	158	122	249	7	160
Arrive On Green	0.08	0.61	0.61	0.44	0.44	0.44	0.22	0.22	0.22	0.22	0.00	0.22
Sat Flow, veh/h	1781	3624	19	2	2896	556	392	725	558	723	34	732
Grp Volume(v), veh/h	72	183	193	326	0	280	3	0	0	232	0	0
Grp Sat Flow(s),veh/h/ln	1781	1777	1866	1869	0	1586	1674	0	0	1489	0	0
Q Serve(g_s), s	2.3	2.7	2.7	0.0	0.0	7.2	0.0	0.0	0.0	8.1	0.0	0.0
Cycle Q Clear(g_c), s	2.3	2.7	2.7	7.1	0.0	7.2	0.1	0.0	0.0	8.6	0.0	0.0
Prop In Lane	1.00		0.01	0.01		0.35	0.33		0.33	0.51		0.49
Lane Grp Cap(c), veh/h	145	1078	1132	886	0	700	446	0	0	416	0	0
V/C Ratio(X)	0.50	0.17	0.17	0.37	0.00	0.40	0.01	0.00	0.00	0.56	0.00	0.00
Avail Cap(c_a), veh/h	208	1078	1132	886	0	700	928	0	0	882	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	26.4	5.2	5.2	11.3	0.0	11.4	18.4	0.0	0.0	21.7	0.0	0.0
Incr Delay (d2), s/veh	1.0	0.3	0.3	1.2	0.0	1.7	0.0	0.0	0.0	0.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	0.8	0.8	2.7	0.0	2.4	0.0	0.0	0.0	2.9	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	27.3	5.5	5.5	12.5	0.0	13.1	18.4	0.0	0.0	22.1	0.0	0.0
LnGrp LOS	C	A	A	B	A	B	B	A	A	C	A	A
Approach Vol, veh/h	448			606			3			232		
Approach Delay, s/veh	9.0			12.8			18.4			22.1		
Approach LOS	A			B			B			C		
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	9.9	32.0		18.1		41.9		18.1				
Change Period (Y+Rc), s	5.0	5.5		5.0		5.5		5.0				
Max Green Setting (Gmax), s	7.0	26.5		32.0		26.5		32.0				
Max Q Clear Time (g_c+I1), s	5.3	10.2		3.1		5.7		11.6				
Green Ext Time (p_c), s	0.0	2.1		0.0		1.3		0.9				
Intersection Summary												
HCM 6th Ctrl Delay	13.2											
HCM 6th LOS	B											

Lanes, Volumes, Timings

6: 23rd Avenue & International Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	207	17	7	260	29	7	140	8	53	180	34
Future Volume (vph)	6	207	17	7	260	29	7	140	8	53	180	34
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.97			1.00			0.99	
Frt		0.990			0.987			0.993			0.983	
Flt Protected		0.999			0.999			0.998			0.990	
Satd. Flow (prot)	0	1578	0	0	1548	0	0	1603	0	0	1562	0
Flt Permitted		0.993			0.994			0.986			0.911	
Satd. Flow (perm)	0	1568	0	0	1541	0	0	1583	0	0	1434	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		7			10			3			9	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		702			831			371			394	
Travel Time (s)		16.0			18.9			10.1			10.7	
Confl. Peds. (#/hr)			12			71	5		7	7		5
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			1			0			1	
Adj. Flow (vph)	6	207	17	7	260	29	7	140	8	53	180	34
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	230	0	0	296	0	0	155	0	0	267	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.21	1.04	1.04	1.20	1.04	1.04	1.19	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	23.0	23.0		23.0	23.0		23.0	23.0		24.0	24.0	
Total Split (s)	55.0	55.0		55.0	55.0		35.0	35.0		35.0	35.0	
Total Split (%)	61.1%	61.1%		61.1%	61.1%		38.9%	38.9%		38.9%	38.9%	
Maximum Green (s)	51.0	51.0		51.0	51.0		31.0	31.0		31.0	31.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.0			4.0			4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	Max	Max		C-Max	C-Max		None	None		None	None	

Lanes, Volumes, Timings

6: 23rd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	6.0	6.0		6.0	6.0		12.0	12.0		13.0	13.0	
Pedestrian Calls (#/hr)	8	8		20	20		6	6		4	4	
Act Effect Green (s)		61.3			61.3			20.7			20.7	
Actuated g/C Ratio		0.68			0.68			0.23			0.23	
v/c Ratio		0.22			0.28			0.42			0.79	
Control Delay		8.2			7.4			31.0			47.8	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		8.2			7.4			31.0			47.8	
LOS		A			A			C			D	
Approach Delay		8.2			7.4			31.0			47.8	
Approach LOS		A			A			C			D	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 23 (26%), Referenced to phase 6:WBTL, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.79

Intersection Signal Delay: 22.8



Intersection LOS: C

Intersection Capacity Utilization 53.9%

ICU Level of Service A

Analysis Period (min) 15

















Splits and Phases: 6: 23rd Avenue & International Boulevard

 Ø2	 Ø4
55 s	35 s
 Ø6 (R)	 Ø8
55 s	35 s

HCM 6th Signalized Intersection Summary

















6: 23rd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	207	17	7	260	29	7	140	8	53	180	34
Future Volume (veh/h)	6	207	17	7	260	29	7	140	8	53	180	34
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.99	1.00		0.94	0.99		0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	6	207	17	7	260	29	7	140	8	53	180	34
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	49	955	77	48	921	101	49	333	18	101	239	43
Arrive On Green	0.57	0.57	0.57	0.57	0.57	0.57	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	14	1685	136	13	1625	178	35	1711	95	274	1229	219
Grp Volume(v), veh/h	230	0	0	296	0	0	155	0	0	267	0	0
Grp Sat Flow(s),veh/h/ln	1834	0	0	1816	0	0	1841	0	0	1723	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.5	0.0	0.0
Cycle Q Clear(g_c), s	5.6	0.0	0.0	7.6	0.0	0.0	6.6	0.0	0.0	13.1	0.0	0.0
Prop In Lane	0.03		0.07	0.02		0.10	0.05		0.05	0.20		0.13
Lane Grp Cap(c), veh/h	1080	0	0	1070	0	0	400	0	0	383	0	0
V/C Ratio(X)	0.21	0.00	0.00	0.28	0.00	0.00	0.39	0.00	0.00	0.70	0.00	0.00
Avail Cap(c_a), veh/h	1080	0	0	1070	0	0	670	0	0	631	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.98	0.00	0.00	1.00	0.00	0.00	0.96	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	9.7	0.0	0.0	10.1	0.0	0.0	31.9	0.0	0.0	34.3	0.0	0.0
Incr Delay (d2), s/veh	0.4	0.0	0.0	0.6	0.0	0.0	0.2	0.0	0.0	0.9	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	5.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.1	0.0	0.0	10.7	0.0	0.0	32.1	0.0	0.0	35.2	0.0	0.0
LnGrp LOS	B	A	A	B	A	A	C	A	A	D	A	A
Approach Vol, veh/h		230			296			155			267	
Approach Delay, s/veh		10.1			10.7			32.1			35.2	
Approach LOS		B			B			C			D	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		55.0		21.5		55.0		21.5				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		51.0		31.0		51.0		31.0				
Max Q Clear Time (g_c+I1), s		8.6		16.1		10.6		9.6				
Green Ext Time (p_c), s		0.9		1.0		1.2		0.5				
Intersection Summary												
HCM 6th Ctrl Delay				20.9								
HCM 6th LOS				C								

Lanes, Volumes, Timings
7: 23rd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	17	18	34	8	18	17	13	247	17	10	171	13
Future Volume (vph)	17	18	34	8	18	17	13	247	17	10	171	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.933			0.947			0.992			0.991	
Flt Protected		0.988			0.991			0.998			0.997	
Satd. Flow (prot)	0	1537	0	0	1565	0	0	1595	0	0	1592	0
Flt Permitted		0.988			0.991			0.998			0.997	
Satd. Flow (perm)	0	1537	0	0	1565	0	0	1595	0	0	1592	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		717			577			394			452	
Travel Time (s)		19.6			15.7			10.7			12.3	
Confl. Peds. (#/hr)	6		30	30		6	45		27	27		45
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		1			1			1			1	
Adj. Flow (vph)	17	18	34	8	18	17	13	247	17	10	171	13
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	69	0	0	43	0	0	277	0	0	194	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.15	1.00	1.00	1.15	1.00	1.04	1.20	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	36.3%											
Analysis Period (min)	15											
ICU Level of Service A												

HCM 6th TWSC
7: 23rd Avenue & East 15th Street

















08/29/2022

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	17	18	34	8	18	17	13	247	17	10	171	13
Future Vol, veh/h	17	18	34	8	18	17	13	247	17	10	171	13
Conflicting Peds, #/hr	6	0	30	30	0	6	45	0	27	27	0	45
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	18	34	8	18	17	13	247	17	10	171	13
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	548	560	253	563	558	289	229	0	0	291	0	0
Stage 1	243	243	-	309	309	-	-	-	-	-	-	-
Stage 2	305	317	-	254	249	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	447	437	786	437	438	750	1339	-	-	1271	-	-
Stage 1	761	705	-	701	660	-	-	-	-	-	-	-
Stage 2	705	654	-	750	701	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	395	399	733	376	400	727	1282	-	-	1238	-	-
Mov Cap-2 Maneuver	395	399	-	376	400	-	-	-	-	-	-	-
Stage 1	720	668	-	675	635	-	-	-	-	-	-	-
Stage 2	658	629	-	672	665	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	13.1		13.2		0.4		0.4					
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1282	-	-	513	480	1238	-	-				
HCM Lane V/C Ratio	0.01	-	-	0.135	0.09	0.008	-	-				
HCM Control Delay (s)	7.8	0	-	13.1	13.2	7.9	0	-				
HCM Lane LOS	A	A	-	B	B	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.5	0.3	0	-	-				

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	224	43	41	371	20	46	148	28	45	213	97
Future Volume (vph)	29	224	43	41	371	20	46	148	28	45	213	97
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.99			0.99			0.99			0.97	
Frt		0.980			0.994			0.983			0.963	
Flt Protected		0.995			0.995			0.990			0.994	
Satd. Flow (prot)	0	1620	0	0	1643	0	0	1742	0	0	1506	0
Flt Permitted		0.939			0.948			0.881			0.941	
Satd. Flow (perm)	0	1525	0	0	1562	0	0	1538	0	0	1422	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		21			6			18			46	
Link Speed (mph)		30			25			25			25	
Link Distance (ft)		757			336			452			200	
Travel Time (s)		17.2			9.2			12.3			5.5	
Confl. Peds. (#/hr)	34		24	24		34	54		23	23		54
Confl. Bikes (#/hr)			3									
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		0			1						1	
Adj. Flow (vph)	29	224	43	41	371	20	46	148	28	45	213	97
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	296	0	0	432	0	0	222	0	0	355	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.14	1.00	1.00	1.15	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (%)	50.0%	50.0%		50.0%	50.0%		50.0%	50.0%		50.0%	50.0%	
Maximum Green (s)	20.5	20.5		20.5	20.5		20.5	20.5		20.5	20.5	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.5			4.5			4.5			4.5	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Recall Mode	Max	Max		Max	Max		None	None		Max	Max	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	8.0	8.0		8.0	8.0		13.0	13.0		13.0	13.0	
Pedestrian Calls (#/hr)	16	16		21	21		15	15		20	20	
Act Effect Green (s)		20.5			20.5			20.5			20.5	
Actuated g/C Ratio		0.41			0.41			0.41			0.41	
v/c Ratio		0.46			0.67			0.35			0.58	
Control Delay		12.9			18.4			11.2			14.5	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		12.9			18.4			11.2			14.5	
LOS		B			B			B			B	
Approach Delay		12.9			18.4			11.2			14.5	
Approach LOS		B			B			B			B	

Intersection Summary

Area Type: Other

Cycle Length: 50

Actuated Cycle Length: 50

Natural Cycle: 50

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.67

Intersection Signal Delay: 14.9





Intersection LOS: B

Intersection Capacity Utilization 62.1%

ICU Level of Service B

Analysis Period (min) 15

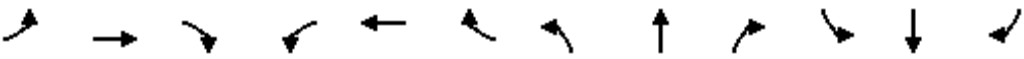
Splits and Phases: 8: 23rd Avenue & Foothill Boulevard

 Ø2	 Ø4
25 s	25 s
 Ø6	 Ø8
25 s	25 s

HCM 6th Signalized Intersection Summary

8: 23rd Avenue & Foothill Boulevard

08/29/2022


												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	29	224	43	41	371	20	46	148	28	45	213	97
Future Volume (veh/h)	29	224	43	41	371	20	46	148	28	45	213	97
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.94	0.98		0.96	0.97		0.93	0.95		0.93
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	29	224	43	41	371	20	46	148	28	45	213	97
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	114	570	103	119	656	34	175	503	85	133	446	187
Arrive On Green	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Sat Flow, veh/h	86	1390	251	99	1600	82	215	1228	208	128	1087	457
Grp Volume(v), veh/h	296	0	0	432	0	0	222	0	0	355	0	0
Grp Sat Flow(s),veh/h/ln	1727	0	0	1781	0	0	1651	0	0	1671	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	5.8	0.0	0.0	9.1	0.0	0.0	4.1	0.0	0.0	7.5	0.0	0.0
Prop In Lane	0.10		0.15	0.09		0.05	0.21		0.13	0.13		0.27
Lane Grp Cap(c), veh/h	787	0	0	809	0	0	764	0	0	766	0	0
V/C Ratio(X)	0.38	0.00	0.00	0.53	0.00	0.00	0.29	0.00	0.00	0.46	0.00	0.00
Avail Cap(c_a), veh/h	787	0	0	809	0	0	764	0	0	766	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	10.4	0.0	0.0	11.4	0.0	0.0	9.9	0.0	0.0	10.9	0.0	0.0
Incr Delay (d2), s/veh	1.4	0.0	0.0	2.5	0.0	0.0	0.1	0.0	0.0	2.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	0.0	0.0	3.7	0.0	0.0	1.4	0.0	0.0	2.9	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	11.8	0.0	0.0	13.9	0.0	0.0	10.0	0.0	0.0	12.9	0.0	0.0
LnGrp LOS	B	A	A	B	A	A	A	A	A	B	A	A
Approach Vol, veh/h		296			432			222			355	
Approach Delay, s/veh		11.8			13.9			10.0			12.9	
Approach LOS		B			B			A			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		25.0		25.0		25.0		25.0				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		20.5		20.5		20.5		20.5				
Max Q Clear Time (g_c+I1), s		10.5		12.1		7.1		8.8				
Green Ext Time (p_c), s		1.2		1.3		0.8		0.9				
Intersection Summary												
HCM 6th Ctrl Delay				12.5								
HCM 6th LOS				B								

Appendix E Existing Plus Project Conditions PM Synchro Level of Service Worksheets

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (vph)	0	642	450	128	301	95	281	285	100	36	296	23
Future Volume (vph)	0	642	450	128	301	95	281	285	100	36	296	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	11	11	11
Storage Length (ft)	0		150	150		0	0		100	0		0
Storage Lanes	0		1	2		0	1		1	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95
Ped Bike Factor			0.98		1.00				0.99		1.00	
Frt			0.850		0.964				0.850		0.990	
Flt Protected				0.950			0.950				0.995	
Satd. Flow (prot)	0	5085	1583	3433	1788	0	1770	1863	1583	0	3370	0
Flt Permitted				0.950			0.397				0.893	
Satd. Flow (perm)	0	5085	1548	3433	1788	0	740	1863	1561	0	3024	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			450		17				100		6	
Link Speed (mph)		35			35			30			25	
Link Distance (ft)		489			688			376			392	
Travel Time (s)		9.5			13.4			8.5			10.7	
Confl. Peds. (#/hr)			4			2			2	2		
Confl. Bikes (#/hr)			3			3						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)												1
Adj. Flow (vph)	0	642	450	128	301	95	281	285	100	36	296	23
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	642	450	128	396	0	281	285	100	0	355	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.04	1.04	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type		NA	Perm	Prot	NA		pm+pt	NA	Perm	Perm	NA	
Protected Phases		4		3	8		5	2			6	
Permitted Phases			4				2		2	6		
Detector Phase		4	4	3	8		5	2	2	6	6	
Switch Phase												
Minimum Initial (s)		7.0	7.0	5.0	8.0		5.0	5.0	5.0	5.0	5.0	
Minimum Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (s)		30.0	30.0	20.0	40.0		30.0	40.0	40.0	30.0	30.0	
Total Split (%)		27.3%	27.3%	18.2%	36.4%		27.3%	36.4%	36.4%	27.3%	27.3%	
Maximum Green (s)		25.0	25.0	15.0	35.0		25.0	35.0	35.0	25.0	25.0	
Yellow Time (s)		4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0	1.0	
Lost Time Adjust (s)		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0	5.0	5.0		5.0	5.0	5.0		5.0	

Lanes, Volumes, Timings

1: 23rd Ave Overpass/22nd Avenue & East 12th Street

08/29/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag		Lag	Lag	Lead			Lead			Lag	Lag	
Lead-Lag Optimize?		Yes	Yes	Yes			Yes			Yes	Yes	
Vehicle Extension (s)		2.0	2.0	2.0	2.0		2.0	2.0	2.0	2.0	2.0	
Recall Mode		Max	Max	None	Max		None	Max	Max	Max	Max	
Walk Time (s)		7.0	7.0		7.0			7.0	7.0			
Flash Dont Walk (s)		11.0	11.0		10.0			25.0	25.0			
Pedestrian Calls (#/hr)		1	1		2			2	2			
Act Effect Green (s)		25.1	25.1	7.8	38.0		45.9	45.9	45.9		25.1	
Actuated g/C Ratio		0.27	0.27	0.08	0.40		0.49	0.49	0.49		0.27	
v/c Ratio		0.47	0.61	0.45	0.54		0.53	0.31	0.12		0.44	
Control Delay		31.2	7.1	47.3	24.5		18.6	15.6	3.1		31.3	
Queue Delay		0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	
Total Delay		31.2	7.1	47.3	24.5		18.6	15.6	3.1		31.3	
LOS		C	A	D	C		B	B	A		C	
Approach Delay		21.3			30.1			15.0			31.3	
Approach LOS		C			C			B			C	

Intersection Summary

Area Type: Other

Cycle Length: 110

Actuated Cycle Length: 94

Natural Cycle: 110

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.61

Intersection Signal Delay: 22.8

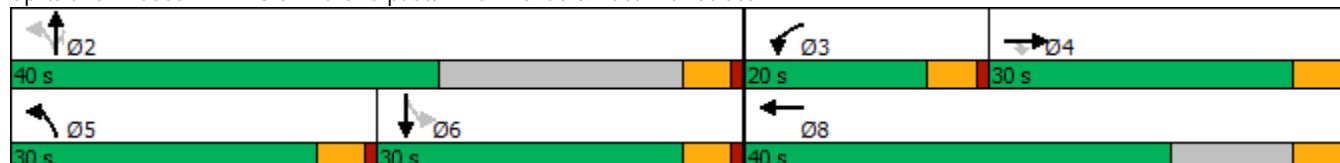
Intersection LOS: C

Intersection Capacity Utilization 72.5%

ICU Level of Service C

Analysis Period (min) 60

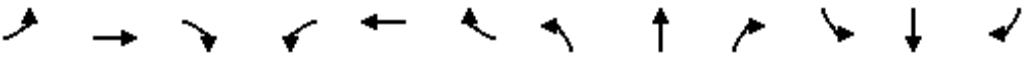
Splits and Phases: 1: 23rd Ave Overpass/22nd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

1: 23rd Ave Overpass/22nd Avenue & East 12th Street




















08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑	↑	↑↑	↑		↑	↑	↑		↑↑	
Traffic Volume (veh/h)	0	642	450	128	301	95	281	285	100	36	296	23
Future Volume (veh/h)	0	642	450	128	301	95	281	285	100	36	296	23
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.89
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	642	0	128	301	95	281	285	100	36	296	23
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	0	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	0	1445		235	553	175	537	896	758	106	782	60
Arrive On Green	0.00	0.28	0.00	0.07	0.41	0.41	0.14	0.48	0.48	0.28	0.28	0.28
Sat Flow, veh/h	0	5274	1585	3456	1357	428	1781	1870	1583	203	2763	211
Grp Volume(v), veh/h	0	642	0	128	0	396	281	285	100	193	0	162
Grp Sat Flow(s),veh/h/ln	0	1702	1585	1728	0	1786	1781	1870	1583	1693	0	1484
Q Serve(g_s), s	0.0	9.1	0.0	3.2	0.0	14.9	9.0	8.3	3.1	0.0	0.0	7.8
Cycle Q Clear(g_c), s	0.0	9.1	0.0	3.2	0.0	14.9	9.0	8.3	3.1	7.3	0.0	7.8
Prop In Lane	0.00		1.00	1.00		0.24	1.00		1.00	0.19		0.14
Lane Grp Cap(c), veh/h	0	1445		235	0	728	537	896	758	527	0	420
V/C Ratio(X)	0.00	0.44		0.54	0.00	0.54	0.52	0.32	0.13	0.37	0.00	0.39
Avail Cap(c_a), veh/h	0	1445		587	0	728	792	896	758	527	0	420
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	0.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	26.0	0.0	39.8	0.0	19.9	16.4	14.1	12.8	25.3	0.0	25.5
Incr Delay (d2), s/veh	0.0	1.0	0.0	0.7	0.0	2.9	0.3	0.9	0.4	2.0	0.0	2.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	3.7	0.0	1.3	0.0	6.4	3.5	3.6	1.1	3.5	0.0	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	27.0	0.0	40.6	0.0	22.9	16.7	15.1	13.2	27.3	0.0	28.2
LnGrp LOS	A	C		D	A	C	B	B	B	C	A	C
Approach Vol, veh/h		642			524			666			355	
Approach Delay, s/veh		27.0			27.2			15.5			27.7	
Approach LOS		C			C			B			C	
Timer - Assigned Phs		2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s		47.3	11.0	30.0	17.3	30.0		41.0				
Change Period (Y+Rc), s		5.0	5.0	5.0	5.0	5.0		5.0				
Max Green Setting (Gmax), s		35.0	15.0	25.0	25.0	25.0		35.0				
Max Q Clear Time (g_c+I1), s		11.3	6.2	12.1	12.0	10.8		17.9				
Green Ext Time (p_c), s		1.2	0.1	2.4	0.3	1.3		1.4				
Intersection Summary												
HCM 6th Ctrl Delay			23.6									
HCM 6th LOS			C									
Notes												
User approved changes to right turn type.												
Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	46	321	66	82	163	33	34	311	44	45	243	35
Future Volume (vph)	46	321	66	82	163	33	34	311	44	45	243	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Storage Length (ft)	125		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		1.00			1.00			1.00			1.00	
Frt		0.974			0.975			0.983			0.984	
Flt Protected	0.950			0.950				0.996			0.993	
Satd. Flow (prot)	1711	1746	0	1711	1750	0	0	3164	0	0	3158	0
Flt Permitted	0.950			0.950				0.890			0.769	
Satd. Flow (perm)	1711	1746	0	1711	1750	0	0	2826	0	0	2444	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		14			14			15			15	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		505			702			392			392	
Travel Time (s)		11.5			16.0			10.7			10.7	
Confl. Peds. (#/hr)			10			4	4		4	4		4
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)								1			1	
Adj. Flow (vph)	46	321	66	82	163	33	34	311	44	45	243	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	46	387	0	82	196	0	0	389	0	0	323	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.12	1.04	1.04	1.12	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Detector Phase	5	2		1	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	10.0	23.0		10.0	23.0		25.0	25.0		26.0	26.0	
Total Split (s)	18.0	41.0		19.0	42.0		30.0	30.0		30.0	30.0	
Total Split (%)	20.0%	45.6%		21.1%	46.7%		33.3%	33.3%		33.3%	33.3%	
Maximum Green (s)	14.0	37.0		15.0	38.0		26.0	26.0		26.0	26.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lead/Lag	Lag	Lag		Lead	Lead							

Lanes, Volumes, Timings

2: 22nd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	C-Max		None	None		None	None		None	None	
Walk Time (s)		7.0			7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)		12.0			12.0		14.0	14.0		15.0	15.0	
Pedestrian Calls (#/hr)		2			2		4	4		4	4	
Act Effect Green (s)	17.3	54.7		8.7	50.0			16.4			16.4	
Actuated g/C Ratio	0.19	0.61		0.10	0.56			0.18			0.18	
v/c Ratio	0.14	0.36		0.50	0.20			0.74			0.71	
Control Delay	25.3	11.8		43.1	16.2			42.3			41.6	
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	
Total Delay	25.3	11.8		43.1	16.2			42.3			41.6	
LOS	C	B		D	B			D			D	
Approach Delay		13.2			24.1			42.3			41.6	
Approach LOS		B			C			D			D	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 29 (32%), Referenced to phase 2:EBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.74

Intersection Signal Delay: 29.7

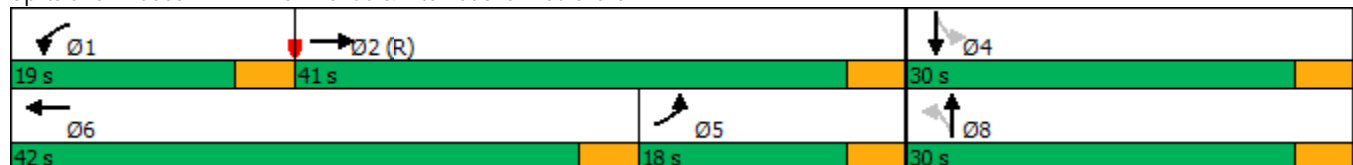
Intersection LOS: C

Intersection Capacity Utilization 61.1%

ICU Level of Service B

Analysis Period (min) 60




















Splits and Phases: 2: 22nd Avenue & International Boulevard



HCM 6th Signalized Intersection Summary

















2: 22nd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	46	321	66	82	163	33	34	311	44	45	243	35
Future Volume (veh/h)	46	321	66	82	163	33	34	311	44	45	243	35
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	0.99		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	46	321	66	82	163	33	34	311	44	45	243	35
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	929	902	185	122	222	45	77	502	74	92	434	68
Arrive On Green	0.52	0.60	0.60	0.07	0.15	0.15	0.20	0.20	0.20	0.20	0.20	0.20
Sat Flow, veh/h	1781	1504	309	1781	1507	305	154	2535	374	202	2190	341
Grp Volume(v), veh/h	46	0	387	82	0	196	197	0	192	155	0	168
Grp Sat Flow(s),veh/h/ln	1781	0	1813	1781	0	1812	1433	0	1630	1096	0	1637
Q Serve(g_s), s	1.1	0.0	9.8	4.0	0.0	9.3	4.3	0.0	9.6	4.1	0.0	8.3
Cycle Q Clear(g_c), s	1.1	0.0	9.8	4.0	0.0	9.3	12.5	0.0	9.6	13.7	0.0	8.3
Prop In Lane	1.00		0.17	1.00		0.17	0.17		0.23	0.29		0.21
Lane Grp Cap(c), veh/h	929	0	1087	122	0	266	331	0	323	269	0	324
V/C Ratio(X)	0.05	0.00	0.36	0.67	0.00	0.74	0.60	0.00	0.59	0.58	0.00	0.52
Avail Cap(c_a), veh/h	929	0	1087	297	0	765	482	0	471	406	0	473
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	0.97	0.00	0.97	0.96	0.00	0.96	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.6	0.0	9.2	40.9	0.0	36.7	33.6	0.0	32.8	34.0	0.0	32.2
Incr Delay (d2), s/veh	0.0	0.0	0.9	2.3	0.0	1.5	0.6	0.0	0.6	0.7	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	3.8	1.8	0.0	4.2	4.1	0.0	3.8	3.3	0.0	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.6	0.0	10.1	43.2	0.0	38.2	34.2	0.0	33.4	34.7	0.0	32.7
LnGrp LOS	B	A	B	D	A	D	C	A	C	C	A	C
Approach Vol, veh/h	433			278			389			323		
Approach Delay, s/veh	10.1			39.7			33.8			33.7		
Approach LOS	B			D			C			C		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	10.2	58.0		21.8	50.9	17.2		21.8				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	15.0	37.0		26.0	14.0	38.0		26.0				
Max Q Clear Time (g_c+I1), s	7.0	12.8		16.7	4.1	12.3		15.5				
Green Ext Time (p_c), s	0.0	1.6		0.9	0.0	0.7		1.2				
Intersection Summary												
HCM 6th Ctrl Delay				27.7								
HCM 6th LOS				C								

Lanes, Volumes, Timings
3: 22nd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	45	103	9	12	14	81	270	34	13	209	23
Future Volume (vph)	27	45	103	9	12	14	81	270	34	13	209	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Grade (%)		0%			0%			1%			-1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor												
Frt		0.921			0.946			0.987			0.986	
Flt Protected		0.992			0.987			0.990			0.997	
Satd. Flow (prot)	0	1515	0	0	1548	0	0	3152	0	0	3203	0
Flt Permitted		0.992			0.987			0.990			0.997	
Satd. Flow (perm)	0	1515	0	0	1548	0	0	3152	0	0	3203	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		433			717			392			375	
Travel Time (s)		11.8			19.6			10.7			10.2	
Confl. Peds. (#/hr)	6		3	3		6	2		1	1		2
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			2			1			1	
Adj. Flow (vph)	27	45	103	9	12	14	81	270	34	13	209	23
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	175	0	0	35	0	0	385	0	0	245	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.16	1.00	1.00	1.16	1.00	1.05	1.13	1.05	1.04	1.11	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	40.5%											
Analysis Period (min)	60											
ICU Level of Service A												

HCM 6th TWSC
3: 22nd Avenue & East 15th Street

08/29/2022

Intersection												
Int Delay, s/veh	4.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	27	45	103	9	12	14	81	270	34	13	209	23
Future Vol, veh/h	27	45	103	9	12	14	81	270	34	13	209	23
Conflicting Peds, #/hr	6	0	3	3	0	6	2	0	1	1	0	2
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	1	-	-	-1	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	45	103	9	12	14	81	270	34	13	209	23

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	558	716	121	606	710	159	234	0	0	305	0	0
Stage 1	249	249	-	450	450	-	-	-	-	-	-	-
Stage 2	309	467	-	156	260	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	412	354	908	381	357	858	1331	-	-	1253	-	-
Stage 1	733	699	-	558	570	-	-	-	-	-	-	-
Stage 2	676	560	-	831	692	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	366	323	904	281	326	853	1328	-	-	1252	-	-
Mov Cap-2 Maneuver	366	323	-	281	326	-	-	-	-	-	-	-
Stage 1	677	689	-	516	527	-	-	-	-	-	-	-
Stage 2	599	518	-	678	682	-	-	-	-	-	-	-





















Approach	EB	WB	NB	SB
HCM Control Delay, s	15	14.6	1.8	0.4
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1328	-	-	535	411	1252	-
HCM Lane V/C Ratio	0.061	-	-	0.327	0.085	0.01	-
HCM Control Delay (s)	7.9	0.2	-	15	14.6	7.9	0
HCM Lane LOS	A	A	-	C	B	A	A
HCM 95th %tile Q(veh)	0.2	-	-	1.4	0.3	0	-

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard


08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	267	38	88	199	14	72	151	90	7	119	4
Future Volume (vph)	10	267	38	88	199	14	72	151	90	7	119	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	10	10	10	10	10	10	11	11	11	12	12	12
Grade (%)		0%			0%			1%			-1%	
Storage Length (ft)	100		0	100		0	0		0	0		0
Storage Lanes	1		0	1		0	1		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.99	1.00		1.00	1.00		0.99	0.99			1.00	
Frt		0.981			0.990			0.944			0.996	
Flt Protected	0.950			0.950			0.950				0.997	
Satd. Flow (prot)	1652	1701	0	1652	1520	0	1702	1498	0	0	1662	0
Flt Permitted	0.625			0.550			0.697				0.983	
Satd. Flow (perm)	1080	1701	0	952	1520	0	1231	1498	0	0	1638	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		19			9			49			3	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		319			757			375			149	
Travel Time (s)		7.3			17.2			10.2			4.1	
Confl. Peds. (#/hr)	9		12	12		9	10		4	4		10
Confl. Bikes (#/hr)			10			4						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)			1		3			1			1	
Adj. Flow (vph)	10	267	38	88	199	14	72	151	90	7	119	4
Shared Lane Traffic (%)												
Lane Group Flow (vph)	10	305	0	88	213	0	72	241	0	0	130	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			11			11	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.09	1.09	1.09	1.09	1.27	1.09	1.05	1.21	1.05	0.99	1.15	0.99
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Minimum Split (s)	40.0	40.0		40.0	40.0		21.0	21.0		21.0	21.0	
Total Split (s)	40.0	40.0		40.0	40.0		23.0	23.0		23.0	23.0	
Total Split (%)	63.5%	63.5%		63.5%	63.5%		36.5%	36.5%		36.5%	36.5%	
Maximum Green (s)	36.0	36.0		36.0	36.0		19.0	19.0		19.0	19.0	
Yellow Time (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												

Lanes, Volumes, Timings

4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	25.0	25.0		25.0	25.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	11.0	11.0		11.0	11.0		10.0	10.0		10.0	10.0	
Pedestrian Calls (#/hr)	12	12		9	9		4	4		10	10	
Act Effect Green (s)	36.0	36.0		36.0	36.0		19.0	19.0			19.0	
Actuated g/C Ratio	0.57	0.57		0.57	0.57		0.30	0.30			0.30	
v/c Ratio	0.02	0.31		0.16	0.24		0.19	0.50			0.26	
Control Delay	6.0	7.6		7.4	7.3		18.1	18.4			18.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0			0.0	
Total Delay	6.0	7.6		7.4	7.3		18.1	18.4			18.1	
LOS	A	A		A	A		B	B			B	
Approach Delay		7.6			7.3			18.4			18.1	
Approach LOS		A			A			B			B	

Intersection Summary

Area Type: Other

Cycle Length: 63

Actuated Cycle Length: 63

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 65

Control Type: Pretimed

Maximum v/c Ratio: 0.50

Intersection Signal Delay: 12.0

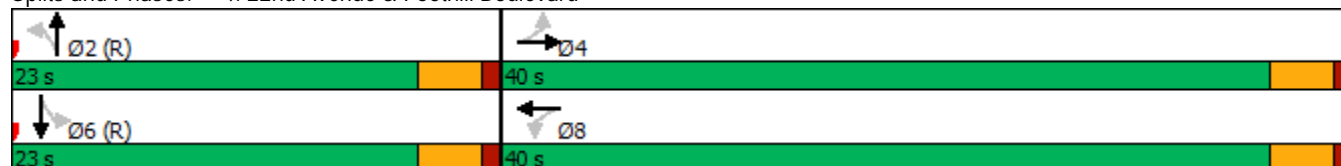
Intersection LOS: B

Intersection Capacity Utilization 76.5%

ICU Level of Service D

Analysis Period (min) 60




















Splits and Phases: 4: 22nd Avenue & Foothill Boulevard



HCM 6th Signalized Intersection Summary


















4: 22nd Avenue & Foothill Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	267	38	88	199	14	72	151	90	7	119	4
Future Volume (veh/h)	10	267	38	88	199	14	72	151	90	7	119	4
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.98	1.00		0.97	0.99		0.98	0.99		0.98
Parking Bus, Adj	1.00	1.00	0.89	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1864	1864	1864	1909	1909	1909
Adj Flow Rate, veh/h	10	267	38	88	199	14	72	151	90	7	119	4
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	712	816	116	620	984	69	517	328	195	71	537	17
Arrive On Green	0.57	0.57	0.57	0.57	0.57	0.57	0.30	0.30	0.30	0.30	0.30	0.30
Sat Flow, veh/h	1160	1429	203	1070	1723	121	1249	1087	648	36	1781	58
Grp Volume(v), veh/h	10	0	305	88	0	213	72	0	241	130	0	0
Grp Sat Flow(s),veh/h/ln	1160	0	1632	1070	0	1844	1249	0	1735	1874	0	0
Q Serve(g_s), s	0.3	0.0	6.2	3.0	0.0	3.5	0.0	0.0	7.1	0.0	0.0	0.0
Cycle Q Clear(g_c), s	3.8	0.0	6.2	9.2	0.0	3.5	1.9	0.0	7.1	3.2	0.0	0.0
Prop In Lane	1.00		0.12	1.00		0.07	1.00		0.37	0.05		0.03
Lane Grp Cap(c), veh/h	712	0	933	620	0	1054	517	0	523	625	0	0
V/C Ratio(X)	0.01	0.00	0.33	0.14	0.00	0.20	0.14	0.00	0.46	0.21	0.00	0.00
Avail Cap(c_a), veh/h	712	0	933	620	0	1054	517	0	523	625	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	7.5	0.0	7.1	9.5	0.0	6.5	16.0	0.0	17.8	16.5	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.9	0.5	0.0	0.4	0.6	0.0	2.9	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	2.0	0.7	0.0	1.2	0.8	0.0	3.1	1.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	7.5	0.0	8.1	10.0	0.0	7.0	16.6	0.0	20.8	17.2	0.0	0.0
LnGrp LOS	A	A	A	B	A	A	B	A	C	B	A	A
Approach Vol, veh/h	315			301			313			130		
Approach Delay, s/veh	8.0			7.9			19.8			17.2		
Approach LOS	A			A			B			B		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	23.0			40.0			23.0			40.0		
Change Period (Y+Rc), s	4.0			4.0			4.0			4.0		
Max Green Setting (Gmax), s	19.0			36.0			19.0			36.0		
Max Q Clear Time (g_c+I1), s	10.1			9.2			6.2			12.2		
Green Ext Time (p_c), s	1.1			1.9			0.5			1.6		
Intersection Summary												
HCM 6th Ctrl Delay	12.6											
HCM 6th LOS	B											

Lanes, Volumes, Timings
5: 23rd Avenue & East 12th Street













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	126	754	3	1	364	121	18	7	11	95	2	80
Future Volume (vph)	126	754	3	1	364	121	18	7	11	95	2	80
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Storage Length (ft)	135		40	0		100	0		0	0		0
Storage Lanes	1		0	0		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.99			0.99			0.99	
Frt		0.999			0.963			0.959			0.939	
Flt Protected	0.950							0.976			0.974	
Satd. Flow (prot)	1770	3535	0	0	3217	0	0	1677	0	0	1458	0
Flt Permitted	0.950				0.954			0.857			0.813	
Satd. Flow (perm)	1770	3535	0	0	3069	0	0	1471	0	0	1215	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			59			11			61	
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		688			605			163			371	
Travel Time (s)		13.4			11.8			4.4			10.1	
Confl. Peds. (#/hr)			1	1		1	3		5	5		3
Confl. Bikes (#/hr)			9			3						
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)					0						1	
Adj. Flow (vph)	126	754	3	1	364	121	18	7	11	95	2	80
Shared Lane Traffic (%)												
Lane Group Flow (vph)	126	757	0	0	486	0	0	36	0	0	177	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.07	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			4			8	
Permitted Phases				2			4			8		
Detector Phase	1	6		2	2		4	4		8	8	
Switch Phase												
Minimum Initial (s)	7.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	12.0	23.5		23.5	23.5		37.0	37.0		37.0	37.0	
Total Split (s)	12.0	32.0		32.0	32.0		37.0	37.0		37.0	37.0	
Total Split (%)	14.8%	39.5%		39.5%	39.5%		45.7%	45.7%		45.7%	45.7%	
Maximum Green (s)	7.0	26.5		26.5	26.5		32.0	32.0		32.0	32.0	
Yellow Time (s)	4.0	4.5		4.5	4.5		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)	0.0	0.0			0.0			0.0			0.0	
Total Lost Time (s)	5.0	5.5			5.5			5.0			5.0	

Lanes, Volumes, Timings

5: 23rd Avenue & East 12th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lead/Lag	Lead			Lag			Lag			Lag		
Lead-Lag Optimize?	Yes			Yes			Yes			Yes		
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	None	Max		Max	Max		None	None		None	None	
Walk Time (s)	7.0			7.0			7.0			7.0		
Flash Dont Walk (s)	11.0			7.0			25.0			25.0		
Pedestrian Calls (#/hr)	1			1			5			0		
Act Effect Green (s)	7.1	40.1			27.9			11.0			12.6	
Actuated g/C Ratio	0.11	0.63			0.44			0.17			0.20	
v/c Ratio	0.64	0.34			0.35			0.14			0.61	
Control Delay	47.6	7.7			12.9			15.5			23.6	
Queue Delay	0.0	0.0			0.0			0.0			0.0	
Total Delay	47.6	7.7			12.9			15.5			23.6	
LOS	D	A			B			B			C	
Approach Delay	13.4			12.9			15.5			23.6		
Approach LOS	B			B			B			C		

Intersection Summary

Area Type: Other

Cycle Length: 81

Actuated Cycle Length: 63.4

Natural Cycle: 75

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.64

Intersection Signal Delay: 14.4

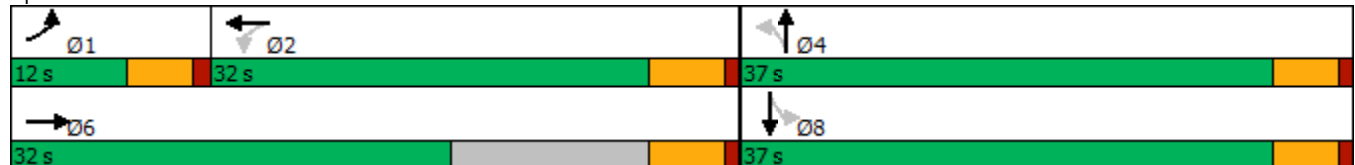
Intersection LOS: B

Intersection Capacity Utilization 62.9%

ICU Level of Service B

Analysis Period (min) 60


















Splits and Phases: 5: 23rd Avenue & East 12th Street



HCM 6th Signalized Intersection Summary

















5: 23rd Avenue & East 12th Street

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	126	754	3	1	364	121	18	7	11	95	2	80
Future Volume (veh/h)	126	754	3	1	364	121	18	7	11	95	2	80
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	0.99		0.99	0.99		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	126	754	3	1	364	121	18	7	11	95	2	80
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	186	2332	9	62	1160	378	209	86	89	232	9	120
Arrive On Green	0.10	0.64	0.64	0.45	0.45	0.45	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	1781	3630	14	1	2562	834	655	484	501	770	49	675
Grp Volume(v), veh/h	126	369	388	264	0	222	36	0	0	177	0	0
Grp Sat Flow(s),veh/h/ln	1781	1777	1867	1869	0	1528	1639	0	0	1494	0	0
Q Serve(g_s), s	4.0	5.5	5.5	0.0	0.0	5.4	0.0	0.0	0.0	5.4	0.0	0.0
Cycle Q Clear(g_c), s	4.0	5.5	5.5	5.3	0.0	5.4	1.0	0.0	0.0	6.4	0.0	0.0
Prop In Lane	1.00		0.01	0.00		0.55	0.50		0.31	0.54		0.45
Lane Grp Cap(c), veh/h	186	1142	1200	908	0	692	384	0	0	361	0	0
V/C Ratio(X)	0.68	0.32	0.32	0.29	0.00	0.32	0.09	0.00	0.00	0.49	0.00	0.00
Avail Cap(c_a), veh/h	213	1142	1200	908	0	692	925	0	0	900	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	25.3	4.7	4.7	10.2	0.0	10.2	20.2	0.0	0.0	22.3	0.0	0.0
Incr Delay (d2), s/veh	5.0	0.8	0.7	0.8	0.0	1.2	0.0	0.0	0.0	0.4	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	1.5	1.6	2.0	0.0	1.7	0.4	0.0	0.0	2.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.3	5.5	5.4	11.0	0.0	11.5	20.2	0.0	0.0	22.7	0.0	0.0
LnGrp LOS	C	A	A	B	A	B	C	A	A	C	A	A
Approach Vol, veh/h	883			486			36			177		
Approach Delay, s/veh	9.0			11.2			20.2			22.7		
Approach LOS	A			B			C			C		
Timer - Assigned Phs	1	2	4		6		8					
Phs Duration (G+Y+Rc), s	11.1	32.0	15.4		43.1		15.4					
Change Period (Y+Rc), s	5.0	5.5	5.0		5.5		5.0					
Max Green Setting (Gmax), s	7.0	26.5	32.0		26.5		32.0					
Max Q Clear Time (g_c+I1), s	7.0	8.4	4.0		8.5		9.4					
Green Ext Time (p_c), s	0.0	1.7	0.1		2.8		0.7					
Intersection Summary												
HCM 6th Ctrl Delay	11.5											
HCM 6th LOS	B											

Lanes, Volumes, Timings
6: 23rd Avenue & International Boulevard













08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	17	383	16	10	270	40	10	220	14	52	137	33
Future Volume (vph)	17	383	16	10	270	40	10	220	14	52	137	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	11	11	11	11	11	11	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			0.98			1.00			0.99	
Frt		0.995			0.983			0.992			0.980	
Flt Protected		0.998			0.998			0.998			0.988	
Satd. Flow (prot)	0	1587	0	0	1543	0	0	1600	0	0	1551	0
Flt Permitted		0.983			0.988			0.988			0.743	
Satd. Flow (perm)	0	1563	0	0	1527	0	0	1584	0	0	1163	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		4			13			4			11	
Link Speed (mph)		30			30			25			25	
Link Distance (ft)		702			831			371			394	
Travel Time (s)		16.0			18.9			10.1			10.7	
Confl. Peds. (#/hr)			16			51	9		10	10		9
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		2			1			0			1	
Adj. Flow (vph)	17	383	16	10	270	40	10	220	14	52	137	33
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	416	0	0	320	0	0	244	0	0	222	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		11			11			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.04	1.21	1.04	1.04	1.20	1.04	1.04	1.19	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Detector Phase	2	2		6	6		8	8		4	4	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	23.0	23.0		23.0	23.0		23.0	23.0		24.0	24.0	
Total Split (s)	55.0	55.0		55.0	55.0		35.0	35.0		35.0	35.0	
Total Split (%)	61.1%	61.1%		61.1%	61.1%		38.9%	38.9%		38.9%	38.9%	
Maximum Green (s)	51.0	51.0		51.0	51.0		31.0	31.0		31.0	31.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.0			4.0			4.0			4.0	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Recall Mode	C-Max	C-Max		Max	Max		None	None		None	None	

Lanes, Volumes, Timings

6: 23rd Avenue & International Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	6.0	6.0		6.0	6.0		12.0	12.0		13.0	13.0	
Pedestrian Calls (#/hr)	8	8		20	20		6	6		4	4	
Act Effect Green (s)		63.6			63.6			18.4			18.4	
Actuated g/C Ratio		0.71			0.71			0.20			0.20	
v/c Ratio		0.38			0.30			0.75			0.90	
Control Delay		12.3			6.5			47.8			84.2	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		12.3			6.5			47.8			84.2	
LOS		B			A			D			F	
Approach Delay		12.3			6.5			47.8			84.2	
Approach LOS		B			A			D			F	

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 65 (72%), Referenced to phase 2:EBTL, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.90

Intersection Signal Delay: 31.2





Intersection LOS: C

Intersection Capacity Utilization 65.7%

ICU Level of Service C

Analysis Period (min) 60

















Splits and Phases: 6: 23rd Avenue & International Boulevard

 Ø2 (R)	 Ø4
55 s	35 s
 Ø6	 Ø8
55 s	35 s

HCM 6th Signalized Intersection Summary

















6: 23rd Avenue & International Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	17	383	16	10	270	40	10	220	14	52	137	33
Future Volume (veh/h)	17	383	16	10	270	40	10	220	14	52	137	33
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.99	1.00		0.96	0.99		0.97	0.99		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	17	383	16	10	270	40	10	220	14	52	137	33
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	66	1249	51	57	1125	163	48	318	20	103	196	44
Arrive On Green	0.72	0.72	0.72	0.72	0.72	0.72	0.19	0.19	0.19	0.19	0.19	0.19
Sat Flow, veh/h	34	1726	70	21	1554	225	36	1698	106	289	1045	233
Grp Volume(v), veh/h	416	0	0	320	0	0	244	0	0	222	0	0
Grp Sat Flow(s),veh/h/ln	1830	0	0	1801	0	0	1840	0	0	1567	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0
Cycle Q Clear(g_c), s	7.2	0.0	0.0	5.3	0.0	0.0	11.1	0.0	0.0	12.1	0.0	0.0
Prop In Lane	0.04		0.04	0.03		0.12	0.04		0.06	0.23		0.15
Lane Grp Cap(c), veh/h	1367	0	0	1345	0	0	386	0	0	343	0	0
V/C Ratio(X)	0.30	0.00	0.00	0.24	0.00	0.00	0.63	0.00	0.00	0.65	0.00	0.00
Avail Cap(c_a), veh/h	1367	0	0	1345	0	0	670	0	0	591	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.94	0.00	0.00	1.00	0.00	0.00	0.84	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.4	0.0	0.0	4.2	0.0	0.0	34.3	0.0	0.0	34.4	0.0	0.0
Incr Delay (d2), s/veh	0.5	0.0	0.0	0.4	0.0	0.0	0.5	0.0	0.0	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	0.0	0.0	1.7	0.0	0.0	5.0	0.0	0.0	4.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	5.0	0.0	0.0	4.6	0.0	0.0	34.8	0.0	0.0	35.2	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	C	A	A	D	A	A
Approach Vol, veh/h		416			320			244			222	
Approach Delay, s/veh		5.0			4.6			34.8			35.2	
Approach LOS		A			A			C			D	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		69.2		20.8		69.2		20.8				
Change Period (Y+Rc), s		4.0		4.0		4.0		4.0				
Max Green Setting (Gmax), s		51.0		31.0		51.0		31.0				
Max Q Clear Time (g_c+I1), s		10.2		15.1		8.3		14.1				
Green Ext Time (p_c), s		1.8		0.8		1.4		0.9				
Intersection Summary												
HCM 6th Ctrl Delay				16.5								
HCM 6th LOS				B								





Lanes, Volumes, Timings
7: 23rd Avenue & East 15th Street

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	26	38	38	8	13	17	9	243	18	18	167	9
Future Volume (vph)	26	38	38	8	13	17	9	243	18	18	167	9
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.950			0.940			0.991			0.994	
Flt Protected		0.987			0.990			0.998			0.995	
Satd. Flow (prot)	0	1563	0	0	1551	0	0	1594	0	0	1594	0
Flt Permitted		0.987			0.990			0.998			0.995	
Satd. Flow (perm)	0	1563	0	0	1551	0	0	1594	0	0	1594	0
Link Speed (mph)		25			25			25			25	
Link Distance (ft)		717			577			394			452	
Travel Time (s)		19.6			15.7			10.7			12.3	
Confl. Peds. (#/hr)	9		12	12		9	26		18	18		26
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		1			1			1			1	
Adj. Flow (vph)	26	38	38	8	13	17	9	243	18	18	167	9
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	102	0	0	38	0	0	270	0	0	194	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.15	1.00	1.00	1.15	1.00	1.04	1.20	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Stop			Stop			Free			Free	
Intersection Summary												
Area Type:	Other											
Control Type:	Unsignalized											
Intersection Capacity Utilization	34.3%											
Analysis Period (min)	60											
ICU Level of Service A												

HCM 6th TWSC
7: 23rd Avenue & East 15th Street

















08/29/2022

Intersection												
Int Delay, s/veh	3.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	26	38	38	8	13	17	9	243	18	18	167	9
Future Vol, veh/h	26	38	38	8	13	17	9	243	18	18	167	9
Conflicting Peds, #/hr	9	0	12	12	0	9	26	0	18	18	0	26
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	38	38	8	13	17	9	243	18	18	167	9
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	528	531	210	546	526	279	202	0	0	279	0	0
Stage 1	234	234	-	288	288	-	-	-	-	-	-	-
Stage 2	294	297	-	258	238	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	461	454	830	448	457	760	1370	-	-	1284	-	-
Stage 1	769	711	-	720	674	-	-	-	-	-	-	-
Stage 2	714	668	-	747	708	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	418	425	801	380	428	741	1336	-	-	1262	-	-
Mov Cap-2 Maneuver	418	425	-	380	428	-	-	-	-	-	-	-
Stage 1	744	682	-	702	657	-	-	-	-	-	-	-
Stage 2	673	651	-	654	679	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	13.8		12.6			0.3			0.7			
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1336	-	-	512	511	1262	-	-				
HCM Lane V/C Ratio	0.007	-	-	0.199	0.074	0.014	-	-				
HCM Control Delay (s)	7.7	0	-	13.8	12.6	7.9	0	-				
HCM Lane LOS	A	A	-	B	B	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.7	0.2	0	-	-				

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard

08/29/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	29	301	35	19	223	22	19	213	42	21	146	39
Future Volume (vph)	29	301	35	19	223	22	19	213	42	21	146	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	11	11	11	11	11	11
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00			1.00			0.99			0.99	
Frt		0.987			0.989			0.979			0.974	
Flt Protected		0.996			0.996			0.997			0.995	
Satd. Flow (prot)	0	1642	0	0	1637	0	0	1749	0	0	1548	0
Flt Permitted		0.963			0.964			0.975			0.957	
Satd. Flow (perm)	0	1587	0	0	1584	0	0	1708	0	0	1488	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		13			11			22			28	
Link Speed (mph)		30			25			25			25	
Link Distance (ft)		757			336			452			200	
Travel Time (s)		17.2			9.2			12.3			5.5	
Confl. Peds. (#/hr)	9		7	7		9	21		9	9		21
Confl. Bikes (#/hr)			6									
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking (#/hr)		0			1						1	
Adj. Flow (vph)	29	301	35	19	223	22	19	213	42	21	146	39
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	365	0	0	264	0	0	274	0	0	206	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		10			10			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.14	1.00	1.00	1.15	1.00	1.04	1.04	1.04	1.04	1.20	1.04
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		8			4			6			2	
Permitted Phases	8			4			6			2		
Detector Phase	8	8		4	4		6	6		2	2	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (s)	25.0	25.0		25.0	25.0		25.0	25.0		25.0	25.0	
Total Split (%)	50.0%	50.0%		50.0%	50.0%		50.0%	50.0%		50.0%	50.0%	
Maximum Green (s)	20.5	20.5		20.5	20.5		20.5	20.5		20.5	20.5	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	1.0	1.0		1.0	1.0		1.0	1.0		1.0	1.0	
Lost Time Adjust (s)		0.0			0.0			0.0			0.0	
Total Lost Time (s)		4.5			4.5			4.5			4.5	
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	

Lanes, Volumes, Timings

8: 23rd Avenue & Foothill Boulevard

08/29/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Recall Mode	Max	Max		Max	Max		None	None		Max	Max	
Walk Time (s)	7.0	7.0		7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	8.0	8.0		8.0	8.0		13.0	13.0		13.0	13.0	
Pedestrian Calls (#/hr)	16	16		21	21		15	15		20	20	
Act Effect Green (s)		20.5			20.5			20.5			20.5	
Actuated g/C Ratio		0.41			0.41			0.41			0.41	
v/c Ratio		0.55			0.40			0.38			0.33	
Control Delay		14.9			12.3			11.4			10.4	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		14.9			12.3			11.4			10.4	
LOS		B			B			B			B	
Approach Delay		14.9			12.3			11.4			10.4	
Approach LOS		B			B			B			B	

Intersection Summary

Area Type: Other

Cycle Length: 50

Actuated Cycle Length: 50

Natural Cycle: 50

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.55

Intersection Signal Delay: 12.6

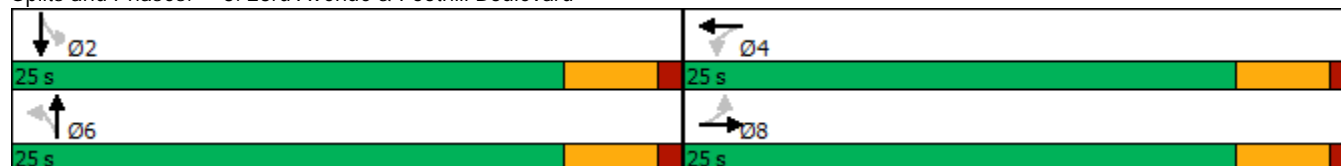
Intersection LOS: B

Intersection Capacity Utilization 51.7%

ICU Level of Service A

Analysis Period (min) 60

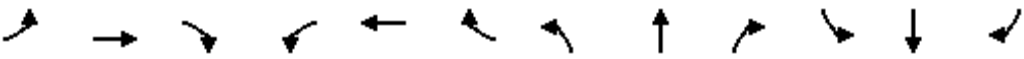
Splits and Phases: 8: 23rd Avenue & Foothill Boulevard



HCM 6th Signalized Intersection Summary

8: 23rd Avenue & Foothill Boulevard

08/29/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (veh/h)	29	301	35	19	223	22	19	213	42	21	146	39
Future Volume (veh/h)	29	301	35	19	223	22	19	213	42	21	146	39
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	0.99		0.96	1.00		0.99	0.98		0.97	0.98		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	29	301	35	19	223	22	19	213	42	21	146	39
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	108	631	70	101	651	61	100	595	112	113	547	135
Arrive On Green	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41	0.41
Sat Flow, veh/h	73	1539	171	57	1589	150	55	1452	273	81	1333	330
Grp Volume(v), veh/h	365	0	0	264	0	0	274	0	0	206	0	0
Grp Sat Flow(s),veh/h/ln	1784	0	0	1796	0	0	1780	0	0	1745	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	7.3	0.0	0.0	4.9	0.0	0.0	5.3	0.0	0.0	3.8	0.0	0.0
Prop In Lane	0.08		0.10	0.07		0.08	0.07		0.15	0.10		0.19
Lane Grp Cap(c), veh/h	809	0	0	813	0	0	807	0	0	795	0	0
V/C Ratio(X)	0.45	0.00	0.00	0.32	0.00	0.00	0.34	0.00	0.00	0.26	0.00	0.00
Avail Cap(c_a), veh/h	809	0	0	813	0	0	807	0	0	795	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	10.9	0.0	0.0	10.2	0.0	0.0	10.3	0.0	0.0	9.8	0.0	0.0
Incr Delay (d2), s/veh	1.8	0.0	0.0	1.1	0.0	0.0	0.1	0.0	0.0	0.8	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.8	0.0	0.0	1.9	0.0	0.0	1.8	0.0	0.0	1.5	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.7	0.0	0.0	11.2	0.0	0.0	10.3	0.0	0.0	10.6	0.0	0.0
LnGrp LOS	B	A	A	B	A	A	B	A	A	B	A	A
Approach Vol, veh/h		365			264			274			206	
Approach Delay, s/veh		12.7			11.2			10.3			10.6	
Approach LOS		B			B			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		25.0		25.0		25.0		25.0				
Change Period (Y+Rc), s		4.5		4.5		4.5		4.5				
Max Green Setting (Gmax), s		20.5		20.5		20.5		20.5				
Max Q Clear Time (g_c+I1), s		6.8		7.9		8.3		10.3				
Green Ext Time (p_c), s		0.7		0.9		0.9		1.1				
Intersection Summary												
HCM 6th Ctrl Delay				11.4								
HCM 6th LOS				B								

Appendix F SWITRS Crash Records

CASE_ID	ACC_YR	COL_DATE	COL_TIME	DAY_WEEK	PRIMARY_RD	SECONDARY_RD	DST	DIR	INT_SCN	WTR_1	TOW_AWAY	COL_SEV	NUM_KLLD	NUM_INJ	PTY_CNT	PRI_COL_FCTR	HIT_RUN	TPE_COL	PED_ACTN	LGHT	PED_ACC	BIC_ACC	MC_ACC	TRK_ACC	ALC_INV	STWD_VHTP_FLT	CNT_SEV_INJ	CNT_VIS_INJ	CNT_CMP_PAIN	CNT_PED_INJ	CNT_BIC_INJ	CNT_MC_INJ				
7208092	2016	20160208	1801	1	E 12TH ST	22ND AV		S	E	N	A	N	4	0	1	2	A	N	C	A	A					Y	A		0	0	2	1	0	0	0	
8008710	2017	20170119	1948	4	E 12TH ST	22ND AV		0	Y	B	Y	4	0	0	2	2	A	N	D	A	C						A		0	0	2	0	0	0		
8030124	2016	20160108	846	5	INTERNATIONAL BL	22ND AV		0	Y	A	N	4	0	0	0	2	A	N	C	A	A						A		0	0	2	0	0	0		
8040401	2016	20160208	813	1	22ND AV	FOOTHILL BL		0	Y	A	N	4	0	0	1	2	A	N	A	A	A		Y				A		0	1	0	0	0	0		
8043958	2016	20160411	1757	1	22ND AV	E 15TH ST		0	Y	A	N	4	0	0	1	2	A	N	D	A	A					A		0	0	1	0	0	0	0		
8051231	2016	20160328	1241	1	22ND AV	E 12TH ST		0	Y	A	N	0	0	0	0	2	A	N	D	A	A					A		0	0	0	0	0	0	0		
8058280	2016	20160413	1640	3	E 12TH ST	22ND AV		0	Y	A	N	0	0	0	0	2	A	N	D	A	A					A		0	0	0	0	0	0	0		
8062141	2016	20160517	2319	2	INTERNATIONAL BL	22ND AV		0	Y	A	N	4	0	0	1	2	A	N	D	A	C					A		0	0	1	0	0	0	0		
8062172	2016	20160527	1315	5	22ND AV	E 12TH ST		0	Y	A	Y	4	0	0	2	4	M	B	A	A						A		0	0	2	0	0	0	0		
8066775	2016	20160509	1521	1	FOOTHILL BL	23RD AV		0	Y	A	N	0	0	0	0	2	A	N	A	A	A					A		0	0	0	0	0	0	0		
8070606	2016	20160602	256	4	INTERNATIONAL BL	22ND AV		40	W	N	A	Y	4	0	2	2	A	M	C	A	C					A		0	0	2	0	0	0	0		
8084618	2016	20160430	2150	6	23RD AV	E 15TH ST		0	Y	A	N	4	0	0	1	2	A	M	B	A	C					A		0	0	1	0	0	0	0		
8084858	2016	20160318	1730	5	22ND AV	FOOTHILL BL		20	S	N	A	N	0	0	0	2	A	M	B	A	A					A		0	0	0	0	0	0	0		
8092472	2016	20160502	1641	1	E 12TH ST	22ND AV		0	Y	A	N	4	0	0	1	2	A	N	D	A	A					A		0	0	1	0	0	0	0		
8094182	2016	20160513	1216	5	22ND AV	FOOTHILL BL		0	Y	A	N	4	0	0	2	2	A	N	D	A	A					A		0	0	2	0	0	0	0	0	
8106231	2016	20160514	130	6	E 12TH ST	22ND AV		0	Y	A	Y	0	0	0	0	2	A	M	D	A	C					A		0	0	0	0	0	0	0	0	
8115752	2016	20160712	2003	2	22ND AV	E 12TH ST		25	S	N	A	N	3	0	3	2	A	N	A	A	A					A		0	1	2	0	0	0	0	0	
8120795	2016	20160609	905	4	22ND AV	FOOTHILL BL		125	S	N	A	N	0	0	0	3	A	N	D	A	A					A		0	0	0	0	0	0	0	0	
8135185	2016	20160827	2111	6	INTERNATIONAL BL	22ND AV		10	N	N	A	N	0	0	0	0	2	A	N	C	A	C					A		0	0	0	0	0	0	0	
8143918	2016	20161014	1004	5	22ND AV	FOOTHILL BL		0	Y	C	Y	4	0	0	1	3	A	N	D	A	A					-		0	0	1	0	0	0	0	0	
8144113	2016	20161009	20	7	22ND AV	FOOTHILL BL		0	Y	A	N	4	0	0	2	2	A	N	D	A	C					A		0	0	2	0	0	0	0	0	
8145260	2016	20160811	752	4	FOOTHILL BL	23RD AV		0	Y	B	Y	0	0	0	0	1	A	N	A	A	A					A		0	0	0	0	0	0	0	0	
8145300	2016	20160705	316	2	FOOTHILL BL	22ND AV		60	W	N	B	N	0	0	0	0	4	M	B	A	C					A		0	0	0	0	0	0	0	0	
8150859	2016	20160929	921	4	23RD AV	FOOTHILL BL		10	N	N	B	N	4	0	0	1	3	A	N	D	A	A					A		0	0	1	0	0	0	0	0
8161775	2016	20160917	2130	6	E 12TH ST	22ND AV		0	Y	A	N	4	0	0	0	2	A	N	D	A	C					A		0	0	0	0	0	0	0	0	
8165851	2016	20160905	1834	1	22ND AV	FOOTHILL BL		0	Y	A	N	4	0	0	1	2	A	N	G	B	A	Y				A		0	0	1	1	0	0	0	0	
8165879	2016	20160919	1519	1	INTERNATIONAL BL	22ND AV		0	Y	A	N	4	0	0	1	2	D	M	D	A	A					-		0	0	1	0	0	0	0	0	
8165997	2016	20161014	1650	5	INTERNATIONAL BL	23RD AV		0	Y	B	N	4	0	0	2	3	A	N	D	A	A					A		0	0	2	0	0	0	0	0	
8172021	2016	20160914	413	3	22ND AV	INTERNATIONAL BL		0	Y	A	N	0	0	0	0	2	A	N	D	A	C					A		0	0	0	0	0	0	0	0	
8172685	2016	20160709	1750	6	E 12TH ST	22ND AV		0	Y	A	N	4	0	0	1	2	A	M	B	A	A				Y	A		0	0	1	0	0	0	0	0	
8175996	2016	20160825	1701	4	22ND AV	FOOTHILL BL		0	Y	A	Y	4	0	0	1	3	A	N	D	A	A					A		0	0	1	0	0	0	0	0	
8179818	2016	20161019	1515	3	22ND AV	E 12TH ST		0	Y	A	N	0	0	0	0	2	A	N	D	A	A					A		0	0	0	0	0	0	0	0	
8191483	2016	20161023	1450	2	INTERNATIONAL BL	23RD AV		0	Y	A	N	3	0	0	1	2	A	N	D	A	A	Y				D		0	1	0	0	0	0	2	0	0
8191560	2016	20161013	242	4	INTERNATIONAL BL	22ND AV		0	Y	A	N	0	0	0	1	3	A	N	D	A	A					-		0	0	1	0	0	0	0	0	
8191572	2016	20161028	217	5	INTERNATIONAL BL	23RD AV		0	Y	C	Y	4	0	0	1	2	A	N	B	A	C					A		0	0	1	0	0	0	0	0	
8191588	2016	20161025	1939	2	E 12TH ST	22ND AV		0	Y	A	Y	4	0	0	2	3	A	N	D	A	C					-		0	0	2	0	0	0	0	0	
8192029	2016	20160925	2217	7	INTERNATIONAL BL	22ND AV		100	W	N	A	N	0	0	0	0	2	A	M	F	A	C				A		0	0	0	0	0	0	0	0	
8198356	2016	20161022	2324	6	22ND AV	12TH ST		400	E	N	A	N	4	0	0	2	2	A	N	A	A	C				D		0	0	2	0	0	0	0	0	
8198384	2016	20161103	1855	4	12TH ST	22ND AV		0	Y	A	N	3	0	0	1	3	A	N	D	A	C					A		0	1	0	0	0	0	0	0	
8204181	2016	20160905	2020	1	FOOTHILL BL	23RD AV		0	Y	A	N	3	0	0	1	2	A	M	G	D	C	Y			Y	N		0	1	0	0	1	0	0	0	
8283343	2016	20161129	1627	2	23RD AV	INTERNATIONAL BL		0	Y	A	N	4	0	0	1	2	A	N	B	A	A	Y				L		0	0	1	0	1	0	1	0	0
8294720	2016	20161108	1920	2	E 12TH ST	22ND AV		0	Y	A	Y	4	0	0	2	2	A	N	A	A	C					-		0	0	2	0	0	0	0	0	
8298316	2016	20161029	2030	5	22ND AV	E 12TH ST		0	Y	B	Y	4	0	0	2	3	A	M	B	A	C					A		0	0	2	0	0	0	0	0	
8298629	2017	20170107	427	6	INTERNATIONAL BL	23RD AV		0	Y	C	N	0	0	0	0	2	A	M	D	A	C					-		0	0	0	0	0	0	0	0	
8300017	2016	20161120	33	7	INTERNATIONAL BL	22ND AV		0	Y	A	N	0	0	0	0	3	A	M	C	A	A					A		0	0	0	0	0	0	0	0	
8300502	2016	20161124	2300	4	22ND AV	E 12TH ST		0	Y	A	N	4	0	0	1	2	A	M	G	F	C	Y			Y	A		0	0	1	1	0	0	0	0	
8319951	2016	20161210	453	6	22ND AV	INTERNATIONAL BL		0	Y	C	N	4	0	0	2	3	A	N	D	A	C					A		0	0	2	0	0	0	0	0	
8322257	2016	20161119	2300	6	FOOTHILL BL	23RD AV		0	Y	C	N	0	0	0	0	2	A	N	D	A	C					-		0	0	0	0	0	0	0	0	
8322499	2016	20161212	540	1	FOOTHILL BL	23RD AV		100	E	N	A	Y	2	0	0	1	2	A	F	E	A	C				A		1	0	0	0	0	0	0	0	
8327064	2016	20161209	1810	5	23RD AV	E 12TH ST		30	N	N	A	N	0	0	0	0	2	A	M	C	A	C				-		0	0	0	0	0	0	0	0	
8332601	2017	20170112	1811	4	22ND AV	E 12TH ST		0	Y	A	N	0	0	0	0	2	A	N	D	A	C					A		0	0	0	0	0	0	0	0	
8350581	2017	20170301	2250	3	E 12TH ST	22ND AV		0	Y	A	Y	4	0	0	1	2	A	N	D	A	C					A		0	0	1	0	0	0	0	0	
8365591	2017	20170322	2138	3	E 12TH ST	22ND AV			S	E	N	A	Y	0	0	0	2	A	M	C	A				Y	A		0	0	0	0	0	0	0	0	
8366779	2017	20170111	750	3	E 12TH ST	22ND AV		245	W	N	B	N	0	0	0	1	3	A	N	D	A	C														

CASE_ID	ACC_YR	COL_DATE	COL_TIME	DAY_WEEK	PRIMARY_RD	SECONDARY_RD	DST	DIR	INT_SCN	WTR_1	TOW_AWAY	COL_SEV	NUM_KLDD	NUM_INJ	PTY_CNT	PRJ_COL_FCTR	HIT_RUN	TPE_COL	PED_ACTN	LGHT	PED_ACC	BIC_ACC	MC_ACC	TRK_ACC	ALC_INV	STWD_VHTP_FLT	CNT_SEV_INJ	CNT_VIS_INJ	CNT_CMP_PAIN	CNT_PED_INJ	CNT_BIC_INJ	CNT_MC_INJ		
8548069	2017	20171003	905	2	E 15TH AV	22ND AV		0	Y	A	N		0	0	0	2 A	N	D	A	A						A	0	0	0	0	0	0	0	
8553411	2017	20170812	33	6	E 12TH ST	22ND AV		125	E	N	A	N	4	0	2	3 A	N	B	E	C	Y					A	0	0	0	2	0	0	0	
8557415	2017	20170904	2005	1	INTERNATIONAL BL	22ND AV		0	Y	A	N		0	0	0	2 A	N	B	A	C						A	0	0	0	0	0	0	0	
8557516	2018	20180107	1100	2	23RD AV	INTERNATIONAL BL		0	Y	A	N	4	0	0	1	2 A	N	D	A	C					A	0	0	1	1	0	0	0		
8565323	2017	20170904	1153	1	22ND AV	FOOTHILL BL		0	Y	B	Y	4	3	0	3	2 A	N	A	A	A					A	0	1	2	0	0	0	0		
8573632	2018	20180108	754	1	23RD AV	E 12TH ST		0	Y	C	N	0	0	0	2 A	N	A	B	B	Y					A	0	0	0	0	0	0	0		
8578385	2017	20171028	820	6	22ND AV	15TH ST		10	E	N	B	N	3	0	1	2 A	N	D	A	A					A	0	1	0	0	0	0	0		
8589173	2018	20180303	600	6	E 15TH ST	22ND AV		0	Y	B	N	4	0	1	5 A	M	D	A	C						A	0	0	1	0	0	0	0		
8603156	2018	20180331	1700	6	22ND AV	FOOTHILL BL		0	Y	A	N	0	0	0	2 A	M	A	A	A				Y		F	0	0	0	0	0	0	0	0	
8603996	2018	20180320	1714	2	23RD AV	15TH ST		10	N	N	C	N	0	0	0	2 A	M	C	A	A					A	0	0	0	0	0	0	0	0	
8609789	2018	20180315	1601	4	23RD AV	E 12TH ST		100	N	N	A	N	0	0	0	2 A	N	H	A	A					A	0	0	0	0	0	0	0	0	
8611382	2018	20180320	1336	2	22ND AV	FOOTHILL BL		0	Y	C	N	0	0	0	3 A	M	B	A	A					A	0	0	0	0	0	0	0	0	0	
8624052	2018	20180321	1750	3	E 12TH ST	22ND AV		0	Y	B	N	0	0	0	2 A	N	B	A	B					A	0	0	0	0	0	0	0	0	0	
8621675	2018	20180215	1357	4	EAST 12TH ST	22ND AV		10	W	N	A	N	3	0	5	4 A	N	B	B	A	Y				A	0	1	4	1	0	0	0	0	
8639849	2018	20180331	139	6	23RD AV	INTERNATIONAL BL		25	N	N	A	N	0	0	0	6 A	M	B	A	C					A	0	0	0	0	0	0	0	0	
8641311	2018	20180225	1027	7	E 12TH ST	23RD AV		0	Y	A	Y	2	0	1	2 A	N	B	A	A			Y		C	1	0	0	0	0	0	0	0	1	
8669529	2018	20180602	2051	6	22ND AV	INTERNATIONAL BL		0	Y	A	N	3	0	5	2 A	N	A	A	C						A	0	2	3	0	0	0	0	0	
8671069	2018	20180604	30	1	E 12TH ST	22ND AV		125	W	N	A	N	0	0	0	1 A	M	E	A	C					A	0	0	0	0	0	0	0	0	
8679581	2018	20180614	1400	4	22ND AV	E 15TH ST		0	Y	-	N	4	0	1	2 A	N	D	A	A					D	0	0	1	0	0	0	0	0	0	
8690109	2018	20180627	1656	3	23RD AV	E 12TH ST		20	S	N	A	N	0	0	0	2 A	M	C	A	A					A	0	0	0	0	0	0	0	0	0
8690299	2018	20180328	1749	3	12TH ST	23RD AV		15	E	N	A	N	0	0	0	2 A	N	B	A	A					A	0	0	0	0	0	0	0	0	0
8701843	2018	20180720	1159	5	FOOTHILL BL	23RD AV		5	W	N	A	N	3	0	1	2 A	M	G	B	A	Y				A	0	1	0	1	0	0	0	0	0
8709483	2018	20180623	2343	6	12TH ST	22ND AV		0	Y	A	N	0	0	0	3 A	N	B	A	C					A	0	0	0	0	0	0	0	0	0	
8709563	2018	20180323	2002	5	E 15TH ST	22ND AV		0	Y	A	N	0	0	0	1	2 A	N	D	A	C					A	0	0	0	0	0	0	0	0	0
8710504	2018	20180715	930	7	E 12TH ST	22ND AV		10	W	N	A	N	0	0	0	1 A	N	E	A	A					A	0	0	0	0	0	0	0	0	0
8710813	2018	20180829	1414	3	22ND AV	E 12TH ST		0	Y	A	N	4	0	1	2 A	N	D	A	A					A	0	0	1	0	0	0	0	0	0	
8710841	2018	20180823	1435	4	E 12TH ST	23RD AV		160	W	N	A	Y	4	0	1	2 A	M	G	F	A	Y				A	0	0	1	1	0	0	0	0	0
8711543	2018	20180819	1323	7	INTERNATIONAL BL	22ND AV		0	Y	A	Y	4	0	1	3 A	N	D	A	A					A	0	0	1	0	0	0	0	0	0	0
8717584	2018	20180721	1830	6	22ND AV	INTERNATIONAL BL		2	S	N	A	N	4	0	1	2 A	N	A	A	A		Y			A	0	0	1	0	1	0	1	0	0
8730549	2018	20180111	1850	4	E 12TH ST	22ND AV		15	W	N	A	N	0	0	0	2 A	M	C	A	A				Y	A	0	0	0	0	0	0	0	0	0
8730901	2018	20180807	2027	2	22ND AV	E 12TH ST		0	Y	A	N	4	0	1	2 A	M	C	A	C					-	0	0	1	0	0	0	0	0	0	0
8731171	2018	20180726	1749	4	22ND AV	E 12TH ST		0	Y	A	N	4	0	6	2 D	N	A	A	A					-	0	0	6	0	0	0	0	0	0	0
8734635	2018	20180704	2411	6	E 12TH ST	22ND AV		50	E	N	A	N	4	0	2	3 A	N	C	A	C					A	0	0	2	0	0	0	0	0	0
8736368	2018	20180730	626	1	E 15TH ST	22ND AV		0	Y	A	N	1	0	0	4 A	M	H	A	A					A	0	0	0	0	0	0	0	0	0	0
8740731	2018	20180817	1408	5	12TH ST	22ND AV		0	Y	A	N	3	0	2	2 A	N	D	A	A					A	0	1	1	0	0	0	0	0	0	0
8740882	2018	20180805	2233	7	23RD AV	INTERNATIONAL BL		0	Y	A	N	0	0	0	3 A	M	B	A	C		Y				A	0	0	0	0	0	0	0	0	0
8740913	2018	20180801	2256	3	22ND AV	INTERNATIONAL BL		5	S	N	A	N	0	0	0	2 A	N	C	A	C			Y		C	0	0	0	0	0	0	0	0	0
8740949	2018	20180817	1715	5	22ND AV	FOOTHILL BL		5	S	N	A	N	0	0	0	2 A	N	G	A	A			Y		A	0	0	0	0	0	0	0	0	0
8743038	2018	20180911	2340	2	INTERNATIONAL BL	22ND AV		0	Y	A	N	3	0	1	2 A	N	B	B	C	Y					N	0	1	0	1	0	0	0	0	0
8743138	2018	20180925	840	2	INTERNATIONAL BL	22ND AV		50	W	N	A	N	0	0	0	2 A	N	C	A	A					A	0	0	0	0	0	0	0	0	0
8748657	2018	20181101	1615	4	INTERNATIONAL BL	22ND AV		0	Y	A	N	0	0	0	0	2 A	N	B	A	A					A	0	0	0	0	0	0	0	0	0
8751574	2018	20181020	1433	6	22ND AV	E 12TH ST		0	Y	A	N	4	0	1	2 A	M	B	A	A					D	0	0	1	0	0	0	0	0	0	0
8754323	2018	20180104	2345	7	INTERNATIONAL BL	23RD AV		25	E	N	A	Y	0	0	0	3 A	N	B	A	C					A	0	0	0	0	0	0	0	0	0
8764924	2018	20180819	918	6	23RD AV	12TH ST		40	S	N	A	N	0	0	0	2 A	N	D	A	C					A	0	0	0	0	0	0	0	0	0
8766492	2018	20181122	750	4	22ND AV	INTERNATIONAL BL		0	Y	B	N	0	0	0	2 A	N	C	A	A					D	0	0	0	0	0	0	0	0	0	0
8770673	2018	20180810	830	5	23RD AV	INTERNATIONAL BL		0	Y	A	N	4	0	3	2 A	N	A	A	A					-	0	0	3	0	0	0	0	0	0	0
8771049	2018	20181106	620	2	INTERNATIONAL BL	23RD AV		0	Y	A	Y	4	0	5	2 A	N	D	A	A					A	0	0	5	0	0	0	0	0	0	0
8771151	2018	20181116	843	5	E 12TH ST	23RD AV		0	Y	A	N	0	0	0	2 A	N	D	A	A					-	0	0	0	0	0	0	0	0	0	0
8785474	2018	20181216	1417	7	FOOTHILL BL	22ND AV		0	Y	C	N	0	0	0	2 A	M	H	A	A				Y	A	0	0	0	0	0	0	0	0	0	0
8785692	2018	20181212	753	3	FOOTHILL BL	22ND AV		120	E	N	B	N	3	0	1	2 A	F	G	C	B	Y				A	0	1	0	1	0	0	0	0	0
8785700	2018	20181213	803	4	23RD AV	E 12TH ST		60	S	N	A	N	4	0	1	2 A	N	G	F	A	Y				A	0	0	1	1	0	0	0	0	0
8800912	2018	20181217	11	1	22ND AV	INTERNATIONAL BL		0	Y	A	N	4	0	1	2 A	M	C	A	C					A	0	0	1	0	0	0	0	0	0	0
8812341	2019	20190110	1251	4	FOOTHILL BL	23RD AV		0	Y	A	N	0	0	0	2 A	N	C	A	C					A	0	0	0	0	0	0	0	0	0	0
8812376	2019	20190108	301	2	INTERNATIONAL BL	22ND AV		0	Y	A	N	0	0	0	2 A	N	D	A	C					-	0	0	0	0	0	0	0	0	0	0
8812732	2019	20190122	1911	2	E 12TH ST	23RD AV		0	Y	A	Y	4	0	1	4 A	N	B	A	C															

CASE_ID	ACC_YR	COL_DATE	COL_TIME	DAY_WEEK	PRIMARY_RD	SECONDARY_RD	DST	DIR	INT_SCN	WTR_1	TOW_AWY	COL_SEV	NUM_KLLD	NUM_INJ	PTY_CNT	PRI_COL_FCTR	HIT_RUN	TPE_COL	PED_ACTN	LGHT	PED_ACC	BIC_ACC	MC_ACC	TRK_ACC	ALC_INV	STWD_VHTP_FLT	CNT_SEV_INJ	CNT_VIS_INJ	CNT_CMP_PAIN	CNT_PED_INJ	CNT_BIC_INJ	CNT_MC_INJ		
9002183	2019	20191015	1530	2	22ND AV	INTERNATIONAL BL	0		Y	A	N	0	0	0	2	A	N	C	A	A						A	0	0	0	0	0	0	0	
9006546	2019	20191103	2245	7	23RD AV	INTERNATIONAL AV	20	N	N	A	N	0	0	0	2	A	M	B	A	C					Y	A	0	0	0	0	0	0	0	
9008857	2019	20191029	2255	3	INTERNATIONAL BL	23RD AV	50	E	N	A	N	0	0	0	3	A	N	A	A	C						A	0	0	0	0	0	0	0	
9016990	2020	20200131	1913	5	22ND AV	INTERNATIONAL BL	0		Y	A	N	0	0	1	2	A	N	D	A	C						D	0	0	1	0	0	0	0	
9017249	2020	20200207	706	5	E 12TH ST	22ND AV	0		Y	A	N	0	0	0	2	A	F	B	A	C						A	0	0	0	0	0	0	0	
9036923	2019	20190619	248	3	23RD AV	FOOTHILL BL	75	S	N	A	N	0	0	0	5	A	M	B	A	C						A	0	0	0	0	0	0	0	
9037449	2019	20191228	540	6	22ND AV	E 15TH ST	0		Y	A	Y	0	0	0	2	A	N	H	A	B						A	0	0	0	0	0	0	0	
9043639	2020	20200205	1007	3	E 12TH ST	22ND AV	0		Y	A	N	0	0	0	1	A	M	H	A	A						-	0	0	0	0	0	0	0	
90436940	2017	20170328	1031	2	INTERNATIONAL BLVD	22ND AVE	20	N	N	A	N	0	0	0	2	A	N	D	A	A						-	0	0	0	0	0	0	0	
9044079	2020	20200112	2214	7	22ND AV	E 15TH ST	0		Y	C	N	0	0	0	2	A	N	D	A	C						A	0	0	0	0	0	0	0	
9045290	2019	20191202	1527	1	INTERNATIONAL BL	23RD AV	15	E	N	C	N	1	4	0	1	2	A	F	B	A	A						A	0	0	1	0	0	0	0
9046188	2019	20191127	1551	3	INTERNATIONAL BL	22ND AV	0		Y	A	N	4	0	2	2	A	N	A	A	A						A	0	0	2	0	0	0	0	
9054671	2019	20191118	2022	1	INTERNATIONAL BL	INTERNATIONAL BL	0		Y	A	N	4	0	1	2	A	E	A	B	C		Y				A	0	0	1	0	0	0	0	
9054704	2019	20191013	10	7	22ND AV	INTERNATIONAL BL	0		Y	A	Y	4	0	1	2	A	M	D	A	C						A	0	0	1	0	0	0	0	
9054745	2019	20191124	942	7	22ND AV	INTERNATIONAL AV	0		Y	A	N	0	0	0	3	A	M	D	A	A						A	0	0	0	0	0	0	0	
9054765	2019	20191122	2139	5	23RD AV	INTERNATIONAL BL	0		Y	A	N	0	0	0	2	A	N	D	A	C						A	0	0	0	0	0	0	0	
9056212	2019	20191122	938	5	22ND AV	INTERNATIONAL BL	0		Y	-	N	4	0	1	2	A	N	B	A	A				Y		A	0	0	1	0	0	0	0	
90662122	2018	20180212	1600	1	INTERNATIONAL BL	23RD AVE	100	E	N	A	N	0	0	0	2	A	N	B	A	A						A	0	0	0	0	0	0	0	
9070197	2020	20200401	1457	3	22ND AV	E 15TH ST	0		Y	A	N	0	0	0	2	A	M	D	A	A						A	0	0	0	0	0	0	0	
9070255	2019	20191217	2353	2	INTERNATIONAL BL	23RD AV	0		Y	C	N	4	0	2	2	A	M	D	A	C						A	0	0	2	0	0	0	0	
9076378	2019	20190919	737	4	E 15TH ST	23RD AV	0		Y	A	N	4	0	1	2	A	N	D	A	A			Y			L	0	0	1	0	0	1	0	
9077408	2019	20191201	1800	7	FOOTHILL BL	23RD AV	100	E	N	A	N	4	0	1	2	A	N	G	D	C		Y				N	0	0	1	1	0	0	0	
9078891	2020	20200319	239	4	23RD AV	E 15TH ST	0		Y	A	N	0	0	0	2	A	M	D	A	C			Y			D	0	0	0	0	0	0	0	
9085935	2020	20200404	1810	6	FOOTHILL BL	23RD AV	71	E	N	C	N	0	0	0	5	A	N	C	A	B						A	0	0	0	0	0	0	0	
9095847	2020	20200408	125	3	INTERNATIONAL BL	23RD AV	10	E	N	A	N	0	0	0	4	A	N	C	A	C						A	0	0	0	0	0	0	0	0
9102203	2020	20200509	2147	6	INTERNATIONAL BL	23RD AV	60	W	N	A	N	0	0	0	3	A	N	C	A	C						A	0	0	0	0	0	0	0	0
9107706	2020	20200427	1803	1	E 12TH ST	22ND AV	30	W	N	A	N	0	0	0	2	B	N	C	A	A						J	0	0	0	0	0	0	0	0
9112515	2020	20200512	1637	2	23RD AV	INTERNATIONAL BL	0		Y	A	N	0	0	0	2	A	M	A	A	A						A	0	0	0	0	0	0	0	0
9116328	2020	20200611	1135	4	22ND AV	E 12TH ST	0		Y	B	Y	3	0	3	2	A	M	D	A	A						A	0	2	1	0	0	0	0	0
9119686	2020	20200528	1900	4	E 15TH ST	22ND AV	30	E	N	A	Y	4	0	1	3	A	N	D	A	A						A	0	0	1	0	0	0	0	0
9121628	2020	20200104	947	6	E 12TH ST	23RD AV	0		Y	C	N	4	0	2	4	A	M	A	A	A						A	0	0	2	0	0	0	0	0
9125821	2019	20191129	2315	5	23RD AV	E 15TH ST	0		Y	B	N	0	0	0	2	A	M	-	A	C				Y		A	0	0	0	0	0	0	0	0
9128721	2020	20200710	1605	5	22ND AV	INTERNATIONAL BL	0		Y	A	N	4	0	1	2	A	M	D	A	A						A	0	0	1	0	0	0	0	0
9132152	2020	20200720	2230	1	INTERNATIONAL BL	22ND AV	60	E	N	A	Y	0	0	0	2	A	M	D	A	C						A	0	0	0	0	0	0	0	0
9133264	2020	20200706	2000	1	FOOTHILL BL	22ND AV	0		Y	A	N	0	0	0	2	A	N	B	A	B						D	0	0	0	0	0	0	0	0
9134080	2020	20200709	834	4	23RD AV	E 15TH ST	0		Y	A	Y	4	0	1	2	D	M	D	A	A						-	0	0	1	0	0	0	0	0
9142676	2020	20200806	1617	4	22ND AV	EAST 12TH ST	0		Y	A	N	0	0	0	2	A	N	C	A	A						A	0	0	0	0	0	0	0	0
9151356	2020	20200815	2226	6	FOOTHILL BL	22ND AV	0		Y	A	Y	0	0	0	2	A	N	D	A	C						A	0	0	0	0	0	0	0	0
9153451	2020	20200828	159	5	E 12TH ST	22ND AV	0		Y	A	Y	0	0	0	2	A	M	B	A	C						-	0	0	0	0	0	0	0	0
9153577	2020	20200822	2011	6	22ND AV	FOOTHILL BL	0		Y	A	N	4	0	1	2	A	N	D	A	C						A	0	0	1	0	0	0	0	0
9153580	2020	20200814	1839	5	23RD AV	12TH ST	10	E	N	A	N	4	0	1	2	A	N	C	A	A						A	0	0	1	0	0	0	0	0
9163039	2020	20200905	2131	6	22ND AV	E 15TH ST	0		Y	A	N	4	0	2	2	A	N	D	A	C						A	0	0	2	0	0	0	0	0
9163593	2020	20200909	950	3	INTERNATIONAL BL	23RD AV	0		Y	B	Y	3	0	3	2	A	N	D	A	A						A	0	1	2	0	0	0	0	0
9176715	2020	20200906	824	7	E 15TH ST	23RD AV	0		Y	A	N	0	0	0	2	A	N	D	A	A						D	0	0	0	0	0	0	0	0
9182296	2020	20200930	2137	3	FOOTHILL BL	22ND AV	0		Y	A	Y	4	0	1	2	A	M	D	A	C						A	0	0	1	0	0	0	0	0
9183562	2020	20200518	2051	1	22ND AV	E 15TH ST	0		Y	A	N	0	0	0	4	A	N	B	A	C						A	0	0	0	0	0	0	0	0
9198501	2020	20200827	1200	4	23RD AV	FOOTHILL BL	90	N	N	A	N	0	0	0	2	A	M	H	A	A						-	0	0	0	0	0	0	0	0
9199263	2020	20200930	1	3	23RD AV	E 15TH ST	0		Y	A	Y	0	0	0	2	A	N	D	A	C						A	0	0	0	0	0	0	0	0
9199512	2020	20201016	902	5	22ND AV	E 12TH ST	0		Y	A	N	0	0	0	2	A	N	C	A	A						A	0	0	0	0	0	0	0	0
9202204	2020	20201202	951	3	23RD AV	E 15TH ST	0		Y	A	N	0	0	0	2	A	N	D	A	A						A	0	0	0	0	0	0	0	0
9203211	2020	20200531	1626	7	23RD AV	E 12TH ST	0		Y	A	N	4	0	1	2	A	M	C	A	A						A	0	0	1	0	0	0	0	0
9206401	2020	20201203	1205	4	23RD AV	E 12TH ST	63	S	N	A	Y	3	0	1	1	A	N	E	A	A			Y			C	0	1	0	0	0	0	0	1
9209193	2020	20201015	2213	4	22ND AV	INTERNATIONAL BL	0		Y	A	N	0	0	0	2	A	M	-	A	C						A	0	0	0	0	0	0	0	0
9219271	2020	20201107	1327	6	E 12TH ST	22ND AV	50	E	N	A	N	4	0	1	2	D	N	C	A	A			Y			D	0	0	1	0	0	0	0	0
9224232	2020	20201214	640	1	22D AV	E 12TH ST	80	S	N	A	N	4	0	1	2	A	F	A	A	A						D	0	0	1	0	0	0	0	0
9225104	2020	20201114	4	6	23RD AV	E 15TH ST	0		Y																									

Appendix G TDM Strategies and VTR Calculations

TDM Strategies

The following are all TDM strategies listed in the City TIRG that must be assessed for context, and if determined to be relevant, incorporated into a TDM Plan. Project assessment against each of the strategies is included in the table below.

City of Oakland TIRG Requirements		Project Assessment	
Strategy	Required When...	Required for Project?	Project Assessment
Bus boarding bulbs or islands	<ul style="list-style-type: none"> • A bus boarding bulb or island does not already exist and a bus stop is located along the project frontage; and/or • A bus stop along the project frontage serves a route with 15 minutes or better peak hour service and has a shared bus-bike lane curb 	No	There are no bus stops located along the Project frontage
Bus shelter	<ul style="list-style-type: none"> • A stop with no shelter is located within the project frontage, or • The project is located within 0.10 miles of a flag stop with 25 or more boardings per day 	Yes	<p>The Project shall consult with AC Transit and the City to identify feasibility of installing bus shelters for the following bus flag stops:</p> <ul style="list-style-type: none"> • Stop 51284, Route 62: 23rd Ave northbound at International Blvd. • Stop 57505, Route 62: 23rd Ave southbound at International Blvd. • Stop 54554, Route 62: 23rd Ave northbound at 16th St. • Stop 54448, Route 40: Foothill Blvd eastbound at 23rd Ave. <p>If these stops have 25 or more passenger boardings per day and construction of the bus shelters is feasible, the Project shall install bus shelters</p>

City of Oakland TIRG Requirements		Project Assessment	
Strategy	Required When...	Required for Project?	Project Assessment
Concrete bus pad	<ul style="list-style-type: none"> A bus stop is located along the project frontage and a concrete bus pad does not already exist 	No	There are no bus stops located along the Project frontage
Curb extensions or bulb-outs	<ul style="list-style-type: none"> Identified as an improvement within site analysis 	Yes	<p>Existing conditions at the intersection of 22nd Ave and East 15th St warrants improvements, and intersection is poorly visible from northbound traffic on 22nd Ave due to the crest vertical curve. Existing conditions do not include crosswalks, and crossing distance to cross 22nd Ave is 60 ft. The following improvement is recommended in response to these conditions and also included under "Safety Improvement" below:</p> <ul style="list-style-type: none"> 22nd Ave / East 15th St: Install pedestrian safety zones extending from the curb. Install high visibility crosswalks with signage and advanced yield markings <p>Curb extensions are present at the intersection adjacent to the Project at 23rd Ave and East 15th St. Other intersections in study area are signalized with pedestrian push buttons and curb extensions are not necessary.</p>
Corridor-level bikeway improvement	<ul style="list-style-type: none"> A buffered Class II or Class IV bikeway facility is in a local or county adopted plan within 0.1 miles of the project location; and The project would generate 500 or more daily bicycle trips 	No	The Project would generate 35 bicycle trips daily (Table 3-5).
Corridor-level transit capital improvement	<ul style="list-style-type: none"> A high-quality transit facility is in a local or county adopted plan within 0.25 miles of project location; and The project would generate 400 or more peak period transit trips 	No	Based on trip generation analysis, the Project would generate 202 transit trips daily (Table 3-5).

City of Oakland TIRG Requirements		Project Assessment	
Strategy	Required When...	Required for Project?	Project Assessment
Pedestrian amenities	<ul style="list-style-type: none"> Always required to assess pedestrian improvements such as lighting, trees, other greening landscape, and trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan 	Yes	The Project shall install amenities such as lighting, trees or other greening landscape, and trash receptacles.
Safety improvement	<ul style="list-style-type: none"> When improvements are identified in the Pedestrian Master Plan (PMP) along project frontage or at an adjacent intersection 	Yes	<p>The PMP identifies the following improvements for East 15th Street which is identified as a high injury corridor:</p> <ul style="list-style-type: none"> 23rd Ave / East 15th St: Install of advanced yield markings to each minor approach. 22nd Ave / East 15th St: Install pedestrian safety zones extending from the curb. Install high visibility crosswalks with signage and advanced yield markings. East 15th St: Add edge line markings for street narrowing and parking definition. Restrict on-street parking within 20 feet of intersection and crosswalks. <p>The Project shall work with the city to implement the above improvements identified in the PMP. These are included in Improvement Measure TR-5.</p>
In-street bicycle corral	<ul style="list-style-type: none"> A project includes more than 10,000 square feet of ground floor retail, is located along a Tier 1 bikeway, and on-street vehicle parking is provided along the project frontages 	No	The Project does not contain a retail component and is not located along a Tier 1 bikeway.
Intersection improvement	<ul style="list-style-type: none"> Identified as improvement within site analysis 	Yes	Site analysis and the City PMP identify improvements to the intersection at 22 nd Ave and East 15 th St. These are included under the item "Safety improvement."
New sidewalk, curb ramps, and gutter	<ul style="list-style-type: none"> Always required if existing infrastructure does not meet current City and ADA standards 	Yes	<p>Site analysis and the City PMP identify improvements to the intersection at 22nd Ave and East 15th St. These are included under the item "Safety improvement."</p> <p>Curb ramps at all other study intersections have been updated recently and appear to meet City and ADA requirements.</p>

City of Oakland TIRG Requirements		Project Assessment	
Strategy	Required When...	Required for Project?	Project Assessment
No monthly permits and min price for public parking	<ul style="list-style-type: none"> If proposed parking ratio exceeds 1:1000 sf for commercial projects 	No	The Project does not contain a commercial component.
Parking garage designed with retrofit capability	<ul style="list-style-type: none"> Optional if proposed parking ratio exceeds 1:1.25 (residential) or 1:1000 sf (commercial) 	No	The Project does not contain a residential or commercial component.
Parking space reserved for car share	<ul style="list-style-type: none"> A project is located within downtown. One car share space preserved for buildings between 50-200 units, then one car share space per 200 units. 	No	The Project is not located within downtown.
Paving, lane striping, and signs to midpoint of street section	<ul style="list-style-type: none"> Typically required 	Yes	<p>The Project shall work with the City to determine if paving, lane striping, or restriping would be required in the study area. As mentioned under "Safety improvement," the PMP identifies the following improvement for East 15th St:</p> <ul style="list-style-type: none"> East 15th St: Add edge line markings for street narrowing and parking definition.
Pedestrian crossing improvement	<ul style="list-style-type: none"> Identified as an improvement within site analysis Identified as an improvement within operations analysis 	Yes	Site analysis and the City PMP identify improvements to the intersection at 22 nd Ave and East 15 th St. These are included under the item "Safety improvement." As per California MUTCD, these crossings should be striped in yellow to indicate a school crossing due to the intersection proximity within 600 feet of the Project site. ⁴⁸
Real-time transit information system	<ul style="list-style-type: none"> A project frontage block includes a bus stop or BART station and is along a Tier 1 transit route with 2 or more routes or peak period frequency of 15 minutes or better 	No	<p>The Project frontage does not contain a bus stop.</p> <p>The BRT stop at 24th Ave and International Blvd includes a dynamic real-time transit information sign.</p>

⁴⁸ See California Manual on Uniform Traffic Control Devices, 2014 Rev 6, §7C.02.

City of Oakland TIRG Requirements		Project Assessment	
Strategy	Required When...	Required for Project?	Project Assessment
Relocating bus stops to far side	<ul style="list-style-type: none"> • A project is located within 0.10 mile of any active bus stop that is currently near side 	Yes	<p>The Project shall work with AC Transit and the City to determine if the following near side bus stops should be relocated to the far side:</p> <ul style="list-style-type: none"> • Line 62: 23rd Ave southbound approach to International Blvd. • Line 62: 23rd Ave northbound approach to 16th St / Foothill Blvd. • Line 40: Foothill Blvd eastbound approach to 23rd Ave – not recommended for relocation, as existing location utilizes public plaza and far side would be disadvantaged in terms of topography and loading space.
Signal upgrades	<ul style="list-style-type: none"> • Project size exceeds 100 residential units, 80,000 sf of retail, or 100,000 sf of commercial; and • Project frontage abuts an intersection with signal infrastructure older than 15 years 	No	Project size does not exceed 100,000 sf, and frontage does not abut a signalized intersection.
Transit queue jumps	<ul style="list-style-type: none"> • Identified as a needed improvement within operations analysis of a project with frontage along a Tier 1 transit route with 2 or more routes or peak period frequency of 15 minutes or better 	No	The Project operations analysis did not identify a significant impact to congestion or need for a transit queue jump improvement.
Placement of conduit for traffic signal interconnect	<ul style="list-style-type: none"> • Project size exceeds 100 residential units, 80,000 sf of retail, or 100,000 sf of commercial; and • Project frontage block is identified for signal interconnect improvements as part of a planned ITS improvement; and • A major transit improvement is identified within operations analysis requiring traffic signal interconnect 	No	The project size does not exceed 100,000 sf.

City of Oakland TIRG Requirements		Project Assessment	
Strategy	Required When...	Required for Project?	Project Assessment
Unbundled parking	<ul style="list-style-type: none"> If proposed parking ratio exceeds 1:1.25 (residential) 	No	The project does not contain a residential component.

VTR Calculations

Vehicle Trip Reduction for the following TDM strategies is calculated as per California Air Pollution Control Officers Association (CAPCOA) research⁴⁹⁵⁰.

For all TDM measures proposed for the Project, it is noted that each measure would decrease vehicle trips by approximately the same rate as greenhouse gas emissions, since the selected measures would result in fewer vehicle trips by promoting alternative modes of transportation in place of single-occupancy vehicles.

⁴⁹ California Air Pollution Control Officers Association, Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity: Designed for Local Governments, Communities, and Project Developers. Issued Dec 2021.

⁵⁰ California Air Pollution Control Officers Association, Quantifying Greenhouse Gas Mitigation Measures, a Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures. Issued August, 2010.

T-7 Implement Commute Trip Reduction Marketing

GHG Reduction Formula

$$A = B \times C \times D$$

GHG Calculation Variables

ID	Variable	Value	Unit	Source
Output				
A	Percent reduction in GHG emissions from project/site employee commute VMT	0–4.0	%	calculated
User Inputs				
B	Percent of employees eligible for program	0–100	%	user input
Constants, Assumptions, and Available Defaults				
C	Percent reduction in employee commute vehicle trips	-4	%	TRB 2010
D	Adjustment from vehicle trips to VMT	1	unitless	assumed

Source: CAPCOA, 2021. This measure would decrease vehicle trips by approximately the same rate as greenhouse gas emissions

Project input (B): 100% of students and staff would be eligible for the program

Constants, Assumptions, and Available Defaults (C), (D): as indicated above

Output (A): 4.0% VTR

T-9 Implement Subsidized or Discounted Transit Program

GHG Reduction Formula

$$A = \frac{C}{B} \times G \times D \times E \times F \times H \times I$$

GHG Calculation Variables

If subsidies or discounts target employees, the GHG reduction from this measure may be limited to work-related employee trips only (i.e., home-to-work) and work-to-other, where at least one trip end is work). If residents are targeted, the GHG reductions extend to all trips.

ID	Variable	Value	Unit	Source
Output				
A	Percent reduction in GHG emissions from employee/resident vehicles accessing the site	0–5.5	%	calculated
User Inputs				
B	Average transit fare without subsidy	[]	\$	user input
C	Subsidy amount	[]	\$	user input
D	Percent of employees/residents eligible for subsidy	0–100	%	user input
E	Percent of project-generated VMT from employees/residents	0–100	%	user input
Constants, Assumptions, and Available Defaults				
F	Transit mode share of all trips or work trips	Table T-3.1 or Table T-9.1	%	FHWA 2017
G	Elasticity of transit boardings with respect to transit fare price	-0.43	unitless	Taylor et al. 2008
H	Percent of transit trips that would otherwise be made in a vehicle	50	%	Handy & Boarnet 2013
I	Conversion factor of vehicle trips to VMT	1.0	unitless	assumption

Source: CAPCOA, 2021. This measure would decrease vehicle trips by approximately the same rate as greenhouse gas emissions.

Project input (B): \$2.25

Project input (C): \$2.25

Project input (D): 29%

Project input (E): 100%

Constants, Assumptions, and Available Defaults (F), (G) (H), (I): as indicated above

Output (A): 1.6% VTR

T-10 Provide End-of-Trip Bicycle Facilities

GHG Reduction Formula

$$A = \frac{C \times (E - (B \times E))}{D \times F}$$

GHG Calculation Variables

ID	Variable	Value	Unit	Source
Output				
A	Percent reduction in GHG emissions from employee project/site commute VMT	0.1–4.4	%	calculated
User Inputs				
None				
Constants, Assumptions, and Available Defaults				
B	Bike mode adjustment factor	1.78 or 4.86	unitless	Buehler 2012
C	Existing bicycle trip length for all trips in region	Table T-10.1	miles	FHWA 2017a
D	Existing vehicle trip length for all trips in region	Table T-10.1	miles	FHWA 2017a
E	Existing bicycle mode share for work trips in region	Table T-10.2	%	FHWA 2017b
F	Existing vehicle mode share for work trips in region	Table T-10.2	%	FHWA 2017b

Source: CAPCOA, 2021. This measure would decrease vehicle trips by approximately the same rate as greenhouse gas emissions.

Project input: None

Constant (B): 1.78 (no shower or locker facilities will be provided by Project)

Constant (C): 2.10

Constant (D): 12.4

Constant (E): 2.8%

Constant (F): 67.1%

Output (A): 0.6% VTR

T-18 Provide Pedestrian Network Improvement

GHG Reduction Formula

$$A = \left(\frac{C}{B} - 1 \right) \times D$$

GHG Calculation Variables

ID	Variable	Value	Unit	Source
Output				
A	Percent reduction in GHG emissions from household vehicle travel in plan/community	0-6.4	%	calculated
User Inputs				
B	Existing sidewalk length in study area	[]	miles	user input
C	Sidewalk length in study area with measure	[]	miles	user input
Constants, Assumptions, and Available Defaults				
D	Elasticity of household VMT with respect to the ratio of sidewalks-to-streets	-0.05	unitless	Frank et al. 2011

Source: CAPCOA, 2021. This measure would decrease vehicle trips by approximately the same rate as greenhouse gas emissions.

Project input (B): 5

Project input (C): 6

Constant (D): as indicated above

Output (A): 1.0% VTR

T-41 Implement a School Pool Program

Mitigation Method:

$$\% \text{ VMT Reduction} = \text{Families} * B$$

Where

Families = % families that participate (from [1] and [2])

B = adjustments to convert from participation to daily VMT to annual school VMT

Detail:

- Families: 16% (moderate implementation), 35% (aggressive implementation), (from [1] and [2])
- B: 45% (see Appendix C for detail)

Source: CAPCOA, 2010. This measure would decrease vehicle trips by approximately the same rate as VMT.

Project input (Families): 16%

Project input (B): 45%

Output (A): 7.2% VTR

Appendix H Parking Observation Data

City of Oakland
 Parking Supply and Occupancy Survey
 Thursday, 8-18-2022

Supply Start time	International Boulevard													
	22nd to Munson			Munson to 23rd						23rd to Miller				
	West side		East side	West side		East side				West side		East side		
	2-hr metered		ADA	2-hr metered		ADA	2-hr metered		ADA	2-hr metered		ADA	2-hr metered	
	Loading zone	8a - 6p Mon.-Sat.		Loading zone	8a - 6p Mon.-Sat.		Loading zone	8a - 6p Mon.-Sat.		Loading zone	8a - 6p Mon.-Sat.			
	1	1	1	2	8	1	2	7	1	2	7	2	9	
7:30	0	0	0	0	5	1	0	5	1	0	5	0	5	
8:30	0	0	0	0	4	1	0	3	1	0	3	0	3	
9:30	0	0	0	0	4	1	0	6	1	0	2	0	2	
10:30	0	0	0	0	4	1	0	6	1	0	6	0	6	
11:30	0	0	0	0	4	1	1	4	0	0	4	0	4	
12:30	0	0	0	0	4	1	1	3	0	0	5	0	5	
1:30	0	0	0	0	4	1	1	3	1	0	5	0	5	
2:30	0	0	0	0	4	1	1	4	1	0	3	0	3	
3:30	0	0	0	0	3	0	0	4	0	1	5	1	5	
4:30	0	0	0	0	6	0	0	5	0	0	4	0	4	
5:30	0	0	0	0	6	0	0	4	0	1	7	1	7	
6:30	0	0	0	2	6	1	0	5	0	1	8	1	8	
7:30	0	0	0	0	5	0	1	5	1	1	7	1	7	

Notes:

East side of street: No parking 3a-6a Mon. Wed. Fri. each month - street cleaning

West side of street: No parking 3a-6a Tue. Thu. Sat. each month - street cleaning

City of Oakland
 Parking Supply and Occupancy Survey
 Thursday, 8-18-2022

Supply Start time	East 15th Street						
	22nd to Munson		Munson to 23rd		23rd to Miller		
	West side		East side	West side	East side	West side	East side
	ADA	non-metered	non-metered	non-metered	non-metered	non-metered	non-metered
	1	6	8	13	13	10	11
7:30	1	6	6	11	10	10	11
8:30	1	6	7	10	9	10	11
9:30	1	5	7	12	12	9	11
10:30	1	5	6	12	12	10	11
11:30	1	6	8	12	10	9	10
12:30	1	5	8	11	11	8	11
1:30	1	4	8	11	11	9	11
2:30	1	3	8	11	11	9	11
3:30	1	4	8	12	11	9	11
4:30	1	4	8	13	11	10	10
5:30	1	3	8	13	12	10	11
6:30	1	6	8	13	13	10	11
7:30	1	6	8	13	12	10	11

Notes:

East side of street: No parking 12:30p - 3:30p 1st and 3rd Wednesday - street cleaning

West side of street: No parking 9a - 12p 1st and 3rd Friday - street cleaning

City of Oakland
 Parking Supply and Occupancy Survey
 Thursday, 8-18-2022

Supply Start time	23rd Avenue												
	E. 12th to International					International to E. 15th				E. 15th to Foothill			
	North side			South side		North side		South side		North side		South side	
	Loading zone	12-min time limit	non- metered	non- metered	2-hr metered	2-hr metered	2-hr metered	Loading zone	8a - 6p Mon.-Sat.	ADA	non- metered	Green curb (no posted signs)	non- metered
					8a - 6p Mon.-Sat.	8a - 6p Mon.-Sat.	8a - 6p Mon.-Sat.						
1	1	8	9	2	1	8	1	7	1	9	1	8	
7:30	1	0	7	6	2	0	6	0	6	0	8	1	8
8:30	1	0	7	7	2	0	4	0	2	0	7	1	8
9:30	1	0	6	9	2	1	5	1	5	1	9	1	8
10:30	1	1	8	8	2	0	4	0	3	1	9	1	8
11:30	1	1	7	9	1	0	6	0	5	1	9	1	8
12:30	1	1	8	6	1	0	3	0	7	1	8	1	8
1:30	1	1	8	8	2	0	7	1	4	0	9	1	7
2:30	1	1	8	9	1	0	5	0	4	0	7	1	8
3:30	1	1	8	9	2	0	6	0	4	0	9	1	8
4:30	1	1	8	9	2	0	8	0	4	0	9	1	8
5:30	1	1	8	9	2	1	8	0	6	0	9	1	7
6:30	1	1	8	9	2	1	8	1	7	0	9	1	8
7:30	1	1	7	9	2	1	8	1	7	1	9	1	8

Notes:

North side of street: No parking 12:30p - 3:30p 1st and 3rd Wednesday - street cleaning

South side of street: No parking 9a - 12p 1st and 3rd Friday - street cleaning

Redevelopment of the Palace Theater Bay Area Technology School Proposal

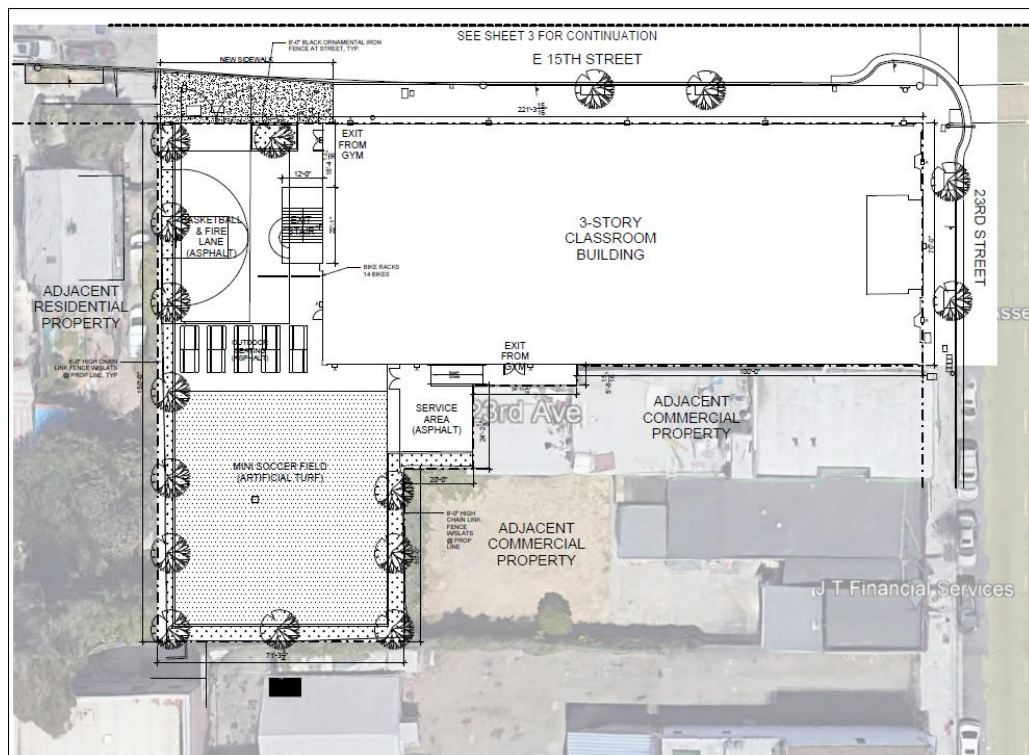


Location - 1445/1453 23rd Avenue, Oakland

Proposed Project

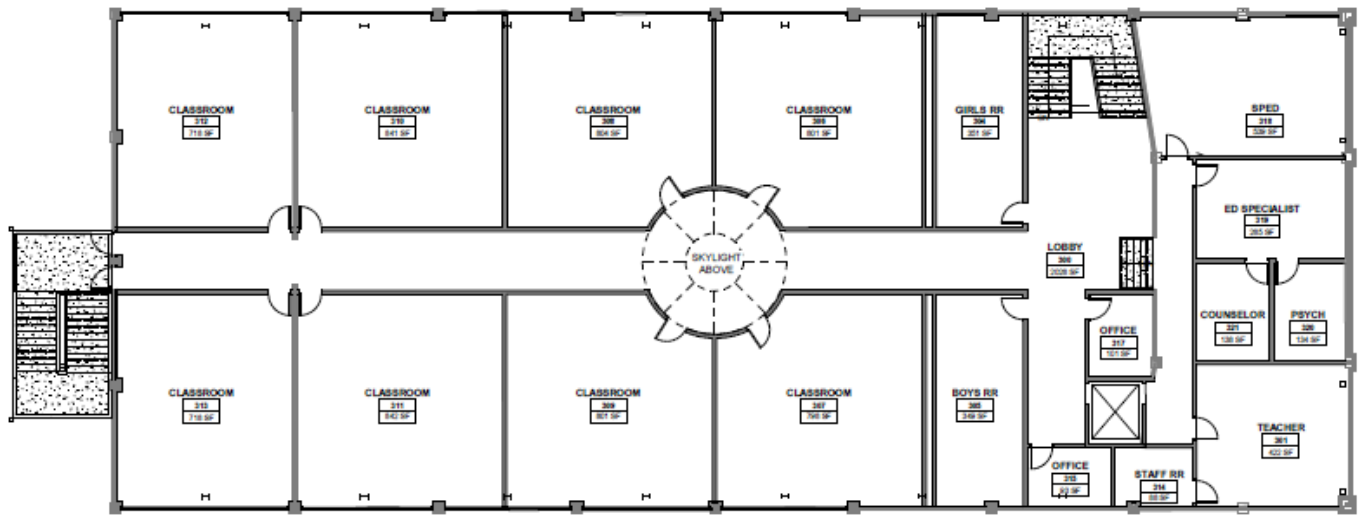
Redevelopment of the Palace Theater property to accommodate Middle School/High School campus serving approximately 350 students. Existing parking lot located across the street on E. 15th Street to remain parking to service the school.

Concept Plan for site Development



Remodel of the building to support a Gymnasium, Serving, Classrooms & Office Areas that will service the school, after school programs, Middle School & High School sports activities as well as community events and weekend event use. The exterior site area will be developed with an artificial turf field area and outdoor amenities to support the middle school and high school. The outdoor area will be used to accommodate parking for events held on weekends and evenings periodically through the school year. All use of the facility will be consistent with the City of Oakland zoning and code requirements as well as conditions imposed for site through a conditional use permit. Evening and weekend use will be limited to hours and noise levels consistent with the City municipal code and noise ordinance.

Second Floor



Third Floor

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

February 22, 2023

(sent by email)

1445 23rd Avenue LLC
Attn: Mary Grace Houlihan & Seth Feldman
8251 Fontaine Street
Oakland, CA 94605
marygrace@pacificcharter.org

RE: Case File No.: **PLN22158**; Project Address: **1453 23rd Avenue**
APNs: **020 015200100; 020 015201700; 020 015901202**

Dear Applicant,

Your application, as described below, has been **APPROVED** for the reasons stated in **Attachment A**, which contains the findings required to support this decision. **Attachment B** contains the Conditions of Approval for the project. This decision is effective ten (10) days after the date of this letter unless appealed as explained below. The following table summarizes the proposed project:

Proposal:	To establish and operate a 350-student, 31-staff member charter middle school and high school within an existing building. The school would have instruction hours Monday thru Friday, 8:00 am to 3:00 pm, after-school activities until 9:00 pm, and weekend events. The proposal includes a third-story building addition toward the front of the building, exterior and interior building renovations and alterations, replacement of the rear parking lot with a schoolyard, and the conversion of a theater to a gymnasium. Other improvements include new landscaping, fencing, gates, street trees, and repairs to an existing parking lot at 2280 E. 15 th Street (across the street from the site). The 19-space parking lot would be available to school staff.
Planning Permits Required:	Conditional Use Permit for Community Education Civic Activity; and Regular Design Review for site and building alterations.
General Plan:	Neighborhood Center Mixed Use and Mixed Housing Type Residential
Zoning:	CN-3 Neighborhood Commercial Zone and RM-2 Mixed Housing Type Residential Zone.
Environmental Determination:	A detailed CEQA (California Environmental Quality Act) Analysis was prepared for this project, which concludes that the development is exempt under the following sections of the State CEQA Guidelines: 15183 - Projects Consistent with a Community Plan, General Plan, or Zoning; 15183.3- Streamlining for Qualified Infill Projects; and Section 15164 - Addendum to the Land Use and Transportation Element (LUTE) Environmental Impact Report. Each of the foregoing provides a separate and independent basis for CEQA compliance. The CEQA Analysis document may be reviewed at the following link: https://www.oaklandca.gov/resources/current-environmental-review-ceqa-eir-documents-2011-2022
Historic Status:	Local Register; Area of Secondary Importance: OCHS Rating, B*2+
Council District:	2

PLN22158; 1453 23rd Avenue

If you, or any interested party, seeks to challenge this decision, an appeal **must** be filed by no later than ten (10) calendar days from the date of this letter, by **4:00 pm on March 6, 2023**. An appeal shall be on a form provided by the Bureau of Planning of the Planning and Building Department, and submitted via email to: (1) **Mike Rivera, Planner III** at mrivera@oaklandca.gov, (2) **Robert Merkamp, Zoning Manager** at Rmerkamp@oaklandca.gov, and (3) Catherine Payne, Development Planning Manager, at Cpayne@oaklandca.gov. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or decision-making body or wherein the decision is not supported by substantial evidence. The appeal must also include payment of **\$2,476.31** in accordance with the City of Oakland Master Fee Schedule. Failure to timely appeal will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record which supports the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the Zoning Manager prior to the close of the previously noticed public comment period on the matter.

If the ten (10) day appeal period expires without an appeal, you are expected to contact **Mike Rivera**, project Planner in order to pick up the signed Notice of Exemption (NOE) certifying that the project has been found to be exempt from CEQA review. It is your responsibility to record the NOE and the Environmental Declaration at the Alameda County Clerk's office at 1106 Madison Street, Oakland, CA 94612, at a cost of \$50.00 made payable to the Alameda County Clerk. Please bring the original NOE related documents and five copies to the Alameda County Clerk, and return one date stamped copy to the Bureau of Planning, to the attention of **Mike Rivera, Planner III**. Pursuant to Section 15062(d) of the California Environmental Quality Act (CEQA) Guidelines, recordation of the NOE starts a 35-day statute of limitations on court challenges to the approval under CEQA.

If you have any questions, please contact the project case Planner, **Mike Rivera, Planner III** at (510) 238-6417 or mrivera@oaklandca.gov, however, this does not substitute for filing of an appeal as described above.

Very Truly Yours,



ROBERT D. MERKAMP
Zoning Manager

Attachments:

- A. Findings
- B. Standard Conditions of Approval

Cc: Lupe Schoenberger / lupe1528@msn.com
Oakland Heritage Alliance / naomi@17th.com

ATTACHMENT A: FINDINGS

This proposal meets all the required findings under the Planning Code Sections 17.134.050, 17.33.030/17.33.01 (L4), 17.136.050 (B) & 17.136.050 (C) as set forth below and which are required to approve your application. Required findings are shown in **bold** type; reasons your proposal satisfies them are shown in normal type.

SECTION 17.134.050 –GENERAL CONDITIONAL USE PERMIT FINDINGS

- A. **That the location, size, design, and operating characteristics of the proposed development will be compatible with, and will not adversely affect, the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage, and density; to the availability of civic facilities and utilities; to harmful effect, if any upon desirable neighborhood character; to the generation of traffic and the capacity of surrounding streets; and to any other relevant impact of the development.**

The project will convert a vacant historic building to a school in a commercial zone. As conditioned and mitigated, the school will not significantly impact surrounding homes or other nearby uses. Historically, the site operated as a theater and a church, and its reuse as a school will provide similar community- and assembly-oriented activities. Further, the proposal includes a transportation analysis that finds the project would result in a less than significant impact after a traffic demand management plan is implemented. The applicant will also fund improvements to the two intersections on the 1400 block of 23rd Avenue that will improve pedestrian circulation and safety near the building. The following measures are expected to reduce expected trip generation by 14.4 percent:

1. Commute Trip Reduction Marketing;
2. Subsidized Transit Program;
3. End of Trip Bike Facilities;
4. Pedestrian Network Improvements; and
5. School Pool Program.

As conditioned, an independent consultant will evaluate how the transportation demand management plan is implemented during operation to assure that its provisions are being followed, a staff monitor will be required to assure efficient student and drop-off and pick-up, and parents will be made aware of the car share and free transit pass programs that are part of the Transportation Demand Management Plan.

Finally, a sound wall will reduce noise impacts from the playground to less than significant.

- B. **That the location, design, and site planning of the proposed development will provide a convenient and functional living, working, shopping, or civic environment, and will be as attractive as the nature of the use and its location and setting warrant.**

The charter school will be easily accessed because it is within a commercial corridor, near transit and adjacent to a residential neighborhood where potential student live.

The project will create functional classrooms, a gym, offices, and outdoor recreational facilities for the convenient use of students and staff. An existing parking lot is conveniently located across E. 15th Street that will be used by staff. The project includes a school-monitored morning and afternoon drop-off/pick-up passenger loading area conveniently located at the E. 15th Street curb adjacent to the site. The project site will include small sports courts, benches, and other outdoor recreation facilities for the use of staff and students.

The proposal preserves and repairs the exterior detailing of the historic building, makes site improvements, and the planting of additional street trees on 23rd Avenue and E. 15 Street will enhance the property, streetscape and neighborhood.

- C. That the proposed development will enhance the successful operation of the surrounding area in its basic community functions, or will provide an essential service to the community or region.**

The proposal will provide essential educational services to the community and bring customers into the San Antonio Commercial District.

- D. That the proposal conforms with all applicable Regular Design Review criteria set forth in Section 17.136.050 of the Oakland Planning Code.**

The project development conforms to the Regular Design Review Findings (see below).

- E. That the proposal conforms in all significant respects with the Oakland General Plan and with any other applicable plan or development control map which has been adopted by the City Council.**

Other than the rear, playground area of the site, the property is classified as “Neighborhood Center Mixed Use” in the Land Use and Transportation Element of the General Plan (LUTE). The intent of the Neighborhood Center Mixed Use is to identify, create, maintain and enhance mixed use neighborhood commercial centers, typically characterized by smaller scale pedestrian-oriented, continuous street frontage with a mix of retail, housing, office, active open space, eating and drinking places, personal and business services, and smaller scale educational, cultural or entertainment uses. The development of an educational facility is consistent with this intent.

The rear, proposed playground area of the site, is classified in the LUTE as “Mixed Housing Type Residential.” The intent of the Mixed Housing Type Residential Classification is to create, maintain and enhance residential areas located near City’s major arterials and characterized by a mix of single-family homes and small multi-unit buildings. The future desired character and use development within this classification should be primarily residential in character, with live-work types of development, small commercial enterprises, schools, and other small scale, compatible civic uses. The development of a school and the associated playground facility is consistent with this intent.

The project also conforms to the following applicable LUTE policies:

- Policy N2.1 – Designing and maintaining institutions: As institutional uses are among the most visible activities in the City and can be sources of community pride, high quality design and upkeep/maintenance should be encouraged. The facilities should be designed and operated in a manner that is sensitive to surrounding residential and other uses.
- Policy N2.2 – Providing Distributed Services: Provision of government and institutional services should be distributed and coordinated to meet the needs of City residents.
- Policy N2.3 – Supporting Institutional Facilities: The City should support many uses occurring in institutional facilities where they are compatible with surrounding activities and where the facility site adequately supports the proposed uses.
- Policy N2.5 – Balancing City and Local Benefits of Institutions: When reviewing land use permit applications for the establishment or expansion of institutional uses, the decision-making body should take into account the institution’s overall benefit to the entire Oakland community as well as its effects upon the immediately surrounding area.

SECTION 17.33.030/17.33.01(L4) –ADDITIONAL CONDITIONAL USE PERMIT FINDINGS**1. That the proposal will not detract from the character desired for the area.**

The project will enhance the established commercial character in the area. Although the existing historic building is not suitable for retail, it will bring much-needed customers to the commercial neighborhood. Further, the rehabilitation of this historic building will enhance the character of the historic commercial district.

2. That the proposal will not impair a generally continuous wall of building facades.

The project includes new storefront windows that will contribute to the ground floor transparency of the commercial district.

3. That the proposal will not weaken the concentration and continuity of retail facilities at ground level, and will not impair the retention or creation of an important shopping frontage.

The building was historically constructed as a theater and is not suitable as a retail space. However, the storefront improvements to the ground floor will enhance the commercial area by creating a more pedestrian-friendly environment.

4. That the proposal will not interfere with the movement of people along an important pedestrian street.

Staff does not anticipate the school will interfere with the movement of people. The Transportation Parking Demand Management plan will require a school staff member to monitor student circulation during drop-off and pick-up times so the sidewalks are kept clear to maintain pedestrian movement. Intersection improvements to the 1400 block of 23rd Avenue will improve pedestrian safety and comfort.

5. That the proposal will conform in all significant respects with any applicable district plan which has been adopted by the City Council.

See Conditional Use Permit Finding (E.), above.

SECTION 17.136.050 (B) NON-RESIDENTIAL DESIGN REVIEW FINDINGS**1. That the proposal will help achieve or maintain a group of facilities which are well related to one another and which, when taken together, will result in a well-composed design, with consideration given to site, landscape, bulk, height, arrangement, texture, materials, colors, and appurtenances; the relation of these factors to other facilities in the vicinity; and the relation of the proposal to the total setting as seen from key points in the surrounding area.**

The following improvements to the character-defining historic elements of the façade will enhance the appearance of the building:

- The stucco cladding will be repaired and painted to match;
- The storefront and tile bulkheads will be retained;
- The existing building entrance and tile flooring will be retained;
- The upper aluminum windows will be replaced with new dark aluminum;
- The plaster/terracotta ornamentation and parapet will be retained or repaired, as necessary.

The project includes a third-story addition behind existing parapets in the front of the building. A recess and its location behind the tall parapets will subordinate the addition to the historic front façade.

As conditioned, the applicant will plant at least three additional street trees on E. 15th Street and will replace an existing tree on 23rd Avenue (See Condition of Approval #25).

2. **That the proposed design will be of a quality and character which harmonizes with, and serves to protect the value of, private and public investments in the area.**

The rehabilitation of the historic building will improve the visual character of the neighborhood, and the school will bring customers to the commercial district.

3. **That the proposed design conforms in all significant respects with the Oakland General Plan and with any applicable design review guidelines or criteria, district plan, or development control map which have been adopted by the Planning Commission or City Council.**

See Conditional Use Permit Finding (E.), above.

SECTION 17.136.050 (C) LOCAL REGISTER PROPERTIES-DESIGN REVIEW FINDINGS

1. **That for additions or alterations, the proposal will not substantially impair the visual, architectural, or historic value of the affected site or facility. Consideration shall be given to design, form, scale, materials, texture, lighting, landscaping, Signs, and any other relevant design element or effect, and, where applicable, the relation of the above to the original design of the affected facility.**

The project will retain and repair, where necessary, the exterior character-defining features of the building. The upper story addition will be subordinate to the existing building by being recessed from the main façade, obscured behind a tall parapet and painted to match the building. The interior character-defining features of the building such as the streetscape facades, proscenium arch columns, low arches, tripartite columns and arch segments, decorative ceiling beams, the lobbies, split staircase, mezzanine, tile drinking fountain and wood doors will be retained. A study by a historic resource expert has determined that, as conditioned and mitigated, the project will retain the historic value of the building and the building's existing eligibility for listing in the California Register and Local Register.

ATTACHMENT B: CONDITIONS OF APPROVAL

PART 1: STANDARD CONDITIONS OF APPROVAL – GENERAL CONDITIONS

The proposal is hereby approved subject to the following Conditions of Approval:

1. Approved Use

The project shall be constructed and operated in accordance with the authorized use as described in the approved application materials, and the approved design plans revised and received on January 13, 2023, as amended by the following Conditions of Approval.

2. Effective Date, Expiration, Extensions and Extinguishment

This Approval shall become effective immediately, unless the Approval is appealable, in which case the Approval shall become effective in ten (10) calendar days unless an appeal is filed. Unless a different termination date is prescribed, this Approval shall expire two years from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Bureau of Building and diligently pursued towards completion, or the authorized activities have commenced in the case of a permit not involving construction or alteration. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Director of City Planning or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval, or its implementation, then the time period stated above for obtaining necessary permits for construction or alteration and/or commencement of authorized activities is automatically extended for the duration of the litigation.

3. Compliance with Other Requirements

The project applicant shall comply with all other applicable federal, state, regional, and local laws/codes, requirements, regulations, and guidelines, including but not limited to those imposed by the City's Bureau of Building, Fire Marshal, Department of Transportation, and Public Works Department. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.

4. Minor and Major Changes

- a. Minor changes to the approved project, plans, Conditions, facilities, or use may be approved administratively by the Director of City Planning.
- b. Major changes to the approved project, plans, Conditions, facilities, or use shall be reviewed by the Director of City Planning to determine whether such changes require submittal and approval of a revision to the Approval by the original approving body or a new independent permit/approval. Major revisions shall be reviewed in accordance with the procedures required for the original permit/approval. A new independent permit/approval shall be reviewed in accordance with the procedures required for the new permit/approval.

5. Compliance with Conditions of Approval

- a. The project applicant and property owner, including successors, (collectively referred to hereafter as the "project applicant" or "applicant") shall be responsible for compliance with all the Conditions of Approval and any recommendations contained in any submitted and approved technical report at his/her sole cost and expense, subject to review and approval by the City of Oakland.

- b. The City of Oakland reserves the right at any time during construction to require certification by a licensed professional at the project applicant's expense that the as-built project conforms to all applicable requirements, including but not limited to, approved maximum heights and minimum setbacks. Failure to construct the project in accordance with the Approval may result in remedial reconstruction, permit revocation, permit modification, stop work, permit suspension, or other corrective action.
- c. Violation of any term, Condition, or project description relating to the Approval is unlawful, prohibited, and a violation of the Oakland Municipal Code. The City of Oakland reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings, or after notice and public hearing, to revoke the Approval or alter these Conditions if it is found that there is violation of any of the Conditions or the provisions of the Planning Code or Municipal Code, or the project operates as or causes a public nuisance. This provision is not intended to, nor does it, limit in any manner whatsoever the ability of the City to take appropriate enforcement actions. The project applicant shall be responsible for paying fees in accordance with the City's Master Fee Schedule for inspections conducted by the City or a City-designated third-party to investigate alleged violations of the Approval or Conditions.

6. Signed Copy of the Approval/Conditions

A copy of the Approval letter and Conditions shall be signed by the project applicant, attached to each set of permit plans submitted to the appropriate City agency for the project, and made available for review at the project job site at all times.

7. Blight/Nuisances

The project site shall be kept in a blight/nuisance-free condition. Any existing blight or nuisance shall be abated within sixty (60) days of approval, unless an earlier date is specified elsewhere.

8. Indemnification

- a. To the maximum extent permitted by law, the project applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Redevelopment Successor Agency, the Oakland City Planning Commission, and their respective agents, officers, employees, and volunteers (hereafter collectively called "City") from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action, or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul this Approval or implementation of this Approval. The City may elect, in its sole discretion, to participate in the defense of said Action and the project applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
- b. Within ten (10) calendar days of the filing of any Action as specified in subsection (a) above, the project applicant shall execute a Joint Defense Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment, or invalidation of the Approval. Failure to timely execute the Letter of Agreement does not relieve the project applicant of any of the obligations contained in this Condition or other requirements or Conditions of Approval that may be imposed by the City.

9. Severability

The Approval would not have been granted but for the applicability and validity of each and every one of the specified Conditions, and if one or more of such Conditions is found to be invalid by a court of

competent jurisdiction this Approval would not have been granted without requiring other valid Conditions consistent with achieving the same purpose and intent of such Approval.

10. Special Inspector/Inspections, Independent Technical Review, Project Coordination and Monitoring

The project applicant may be required to cover the full costs of independent third-party technical review and City monitoring and inspection, including without limitation, special inspector(s)/inspection(s) during times of extensive or specialized plan-check review or construction, and inspections of potential violations of the Conditions of Approval. The project applicant shall establish a deposit with Engineering Services and/or the Bureau of Building, if directed by the Director of Public Works, Building Official, Director of City Planning, Director of Transportation, or designee, prior to the issuance of a construction-related permit and on an ongoing as-needed basis.

11. Public Improvements

The project applicant shall obtain all necessary permits/approvals, such as encroachment permits, obstruction permits, curb/gutter/sidewalk permits, and public improvement (“p-job”) permits from the City for work in the public right-of-way, including but not limited to, streets, curbs, gutters, sidewalks, utilities, and fire hydrants. Prior to any work in the public right-of-way, the applicant shall submit plans for review and approval by the Bureau of Planning, the Bureau of Building, Engineering Services, Department of Transportation, and other City departments as required. Public improvements shall be designed and installed to the satisfaction of the City.

12. Compliance Matrix

The project applicant shall submit a Compliance Matrix, in both written and electronic form, for review and approval by the Bureau of Planning and the Bureau of Building that lists each Condition of Approval (including each mitigation measure if applicable) in a sortable spreadsheet. The Compliance Matrix shall contain, at a minimum, each required Condition of Approval, when compliance with the Condition is required, and the status of compliance with each Condition. For multi-phased projects, the Compliance Matrix shall indicate which Condition applies to each phase. The project applicant shall submit the initial Compliance Matrix prior to the issuance of the first construction-related permit and shall submit an updated matrix upon request by the City.

13. Construction Management Plan

Prior to the issuance of the first construction-related permit, the project applicant and his/her general contractor shall submit a Construction Management Plan (CMP) for review and approval by the Bureau of Planning, Bureau of Building, and other relevant City departments such as the Fire Department, Department of Transportation, and the Public Works Department as directed. The CMP shall contain measures to minimize potential construction impacts including measures to comply with all construction-related Conditions of Approval (and mitigation measures if applicable) such as dust control, construction emissions, hazardous materials, construction days/hours, construction traffic control, waste reduction and recycling, stormwater pollution prevention, noise control, complaint management, and cultural resource management (see applicable Conditions below). The CMP shall provide project-specific information including descriptive procedures, approval documentation, and drawings (such as a site logistics plan, fire safety plan, construction phasing plan, proposed truck routes, traffic control plan, complaint management plan, construction worker parking plan, and litter/debris clean-up plan) that specify how potential construction impacts will be minimized and how each construction-related requirement will be satisfied throughout construction of the project.

14. Regulatory Permits and Authorizations from Other Agencies

Requirements: The project applicant shall obtain all necessary regulatory permits and authorizations from applicable resource/regulatory agencies including, but not limited to, the Regional Water Quality Control Board, Bay Area Air Quality Management District, Bay Conservation and Development Commission, California Department of Fish and Wildlife, U. S. Fish and Wildlife Service, and Army Corps of Engineers and shall comply with all requirements and conditions of the permits/authorizations. The project applicant shall submit evidence of the approved permits/authorizations to the City, along with evidence demonstrating compliance with any regulatory permit/authorization conditions of approval.

15. Standard Conditions of Approval / Mitigation Monitoring and Reporting Program (SCAMMRP)

- a. All mitigation measures identified in the 1453 23rd Avenue are included in the Standard Condition of Approval / Mitigation Monitoring and Reporting Program (SCAMMRP) which is included in these Conditions of Approval and are incorporated herein by reference, as **EXHIBIT 1**, as Conditions of Approval of the project. The Standard Conditions of Approval identified in the 1453 23rd Avenue are also included in the SCAMMRP, and are, therefore, incorporated into these Conditions by reference but are not repeated in these Conditions. To the extent that there is any inconsistency between the SCAMMRP and these Conditions, the more restrictive Conditions shall govern. In the event a Standard Condition of Approval or mitigation measure recommended in the 1453 23rd Avenue has been inadvertently omitted from the SCAMMRP, that Standard Condition of Approval or mitigation measure is adopted and incorporated from the 1453 23rd Avenue into the SCAMMRP by reference, and adopted as a Condition of Approval. The project applicant and property owner shall be responsible for compliance with the requirements of any submitted and approved technical reports, all applicable mitigation measures adopted, and with all Conditions of Approval set forth herein at his/her sole cost and expense, unless otherwise expressly provided in a specific mitigation measure or Condition of Approval, and subject to the review and approval by the City of Oakland. The SCAMMRP identifies the timeframe and responsible party for implementation and monitoring for each Standard Condition of Approval and mitigation measure. Unless otherwise specified, monitoring of compliance with the Standard Conditions of Approval and mitigation measures will be the responsibility of the Bureau of Planning, with overall authority concerning compliance residing with the Environmental Review Officer. Adoption of the SCAMMRP will constitute fulfillment of the CEQA monitoring and/or reporting requirement set forth in section 21081.6 of CEQA.
- b. Prior to the issuance of the first construction-related permit, the project applicant shall pay the applicable mitigation and monitoring fee to the City in accordance with the City's Master Fee Schedule.

EXHIBIT-1**STANDARD CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM**

This Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA MMRP) is based on the CEQA Analysis prepared for the 1453 23rd Avenue Charter School project.

This SCA MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency “adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects.” The SCA MMRP lists mitigation measures (“MM”) recommended in the EIR and identifies mitigation monitoring requirements, as well as the City’s Standard Conditions of Approval (“SCA”) identified in the EIR as measures that would minimize potential adverse effects that could result from implementation of the project, to ensure the conditions are implemented and monitored. The SCA number that corresponds to the City’s master SCA list is provided at the end of the SCA title- i.e., SCA AIR-1: *Dust Controls - Construction Related* (#20).

All MMs and SCAs identified in the CEQA Analysis, which is consistent with the measures and conditions presented in the LUTE EIR, are included herein. To the extent that there is any inconsistency between the SCA and MM, the more restrictive conditions shall govern; to the extent any MM and/or SCA identified in the CEQA Analysis were inadvertently omitted, they are automatically incorporated herein by reference.

The first column identifies the SCA and MM applicable to that topic in the CEQA Analysis.

The second column identifies the monitoring schedule or timing applicable to the project.

The third column names the party responsible for monitoring the required action for the project.

The project sponsor is responsible for compliance with any recommendations in approved technical reports, all applicable mitigation measures adopted and with all conditions of approval set forth herein at its sole cost and expense, unless otherwise expressly provided in a specific mitigation measure or condition of approval, and subject to the review and approval of the City of Oakland. Overall monitoring and compliance with the mitigation measures will be the responsibility of the Planning and Zoning Division. Prior to the issuance of a demolition, grading, and/or construction permit, the project sponsor shall pay the applicable mitigation and monitoring fee to the City in accordance with the City’s Master Fee Schedule.

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
Aesthetics, Shadow and Wind			
SCA AESTHETICS-1: <i>Trash and Blight Removal</i> (#16). The project applicant and his/her successors shall maintain the property free of blight, as defined in chapter 8.24 of the Oakland Municipal Code. For nonresidential and multifamily residential projects, the project applicant shall install and maintain trash receptacles near public entryways as needed to provide sufficient capacity for building users.	Ongoing	N/A	Bureau of Building
SCA AESTHETICS-2: <i>Graffiti Control</i> (#17). a. During construction and operation of the project, the project applicant shall incorporate best management practices reasonably related to the control of graffiti and/or the mitigation of the impacts of graffiti. Such best management practices may include, without limitation: i. Installation and maintenance of landscaping to discourage defacement of and/or protect likely graffiti-attracting surfaces. ii. Installation and maintenance of lighting to protect likely graffiti-attracting surfaces. iii. Use of paint with anti-graffiti coating. iv. Incorporation of architectural or design elements or features to discourage graffiti defacement in accordance with the principles of Crime Prevention Through Environmental Design (CPTED). v. Other practices approved by the City to deter, protect, or reduce the potential for graffiti defacement. b. The project applicant shall remove graffiti by appropriate means within seventy-two (72) hours. Appropriate means include: i. Removal through scrubbing, washing, sanding, and/or scraping (or similar method) without damaging the surface and without discharging wash water or cleaning detergents into the City storm drain system. ii. Covering with new paint to match the color of the surrounding surface. iii. Replacing with new surfacing (with City permits if required).	Ongoing	N/A	Bureau of Building
SCA AESTHETICS-3: <i>Landscape Plan</i> (#18). a. <i>Landscape Plan Required</i> The project applicant shall submit a final Landscape Plan for City review and approval that is consistent with the approved Landscape Plan. The Landscape Plan shall be included with the set of drawings submitted for the construction-related permit and shall comply with the landscape requirements of chapter 17.124 of the Planning Code. Proposed plants shall be predominantly drought-tolerant. Specification of any street trees shall comply with the Master Street Tree List Planting Guidelines and with any applicable streetscape plan. b. <i>Landscape Installation</i> The project applicant shall implement the approved Landscape Plan unless a bond, cash deposit, letter of credit, or other equivalent instrument acceptable to the Director of City Planning, is provided. The financial instrument shall equal the greater of \$2,500 or the estimated cost of implementing the Landscape Plan based on a licensed contractor's bid. c. <i>Landscape Maintenance</i> All required planting shall be permanently maintained in good growing condition and, whenever necessary, replaced with new plant materials to ensure continued compliance with applicable landscaping requirements. The property owner shall be responsible for maintaining planting in adjacent public rights-of-way. All required fences, walls, and irrigation systems shall be permanently maintained in good condition and, whenever necessary, repaired or replaced.	Prior to approval of construction-related permit Prior to building permit final Ongoing	Bureau of Planning Bureau of Planning N/A	N/A Bureau of Building Bureau of Building
SCA AESTHETICS-4: <i>Lighting</i> (#19).	Prior to building permit final	N/A	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
Proposed new exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector to prevent unnecessary glare onto adjacent properties.			
Air Quality			
<p>SCA AIR-1: Dust Controls- Construction Related (#20). The project applicant shall implement all of the following applicable dust control measures during construction of the project:</p> <ul style="list-style-type: none"> a. Water all exposed surfaces of active construction areas at least twice daily. Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever feasible. b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer). c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. d. Limit vehicle speeds on unpaved roads to 15 miles per hour. e. All demolition activities (if any) shall be suspended when average wind speeds exceed 20 mph. f. All trucks and equipment, including tires, shall be washed off prior to leaving the site. g. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel. <p>[Note that additional “enhanced controls” are not applicable to the project as the construction site is less than 4 acres and involves less than 10,000 cubic yards of soil transport.]</p>	During construction	N/A	Bureau of Building
<p>SCA AIR-2: Criteria Air Pollutant Controls- Construction-Related (#21). The project applicant shall implement all of the following applicable basic control measures for criteria air pollutants during construction of the project as applicable:</p> <ul style="list-style-type: none"> a. Idling times on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes (as required by the California airborne toxics control measure Title 13, Section 2485, of the California Code of Regulations). Clear signage to this effect shall be provided for construction workers at all access points. b. Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes and fleet operators must develop a written policy as required by Title 23, Section 2449, of the California Code of Regulations (“California Air Resources Board Off-Road Diesel Regulations”). c. All construction equipment shall be maintained and properly tuned in accordance with the manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Equipment check documentation should be kept at the construction site and be available for review by the City and the Bay Area Air Quality District as needed. d. Portable equipment shall be powered by electricity if available. If electricity is not available, propane or natural gas shall be used if feasible. Diesel engines shall only be used if electricity is not available and propane or natural gas generators cannot meet the electrical demand. e. Low VOC (i.e., ROG) coatings shall be used that comply with BAAQMD Regulation 8, Rule 3: Architectural Coatings. f. All equipment to be used on the construction site and shall comply with the requirements of Title 13, Section 2449, of the California Code of Regulations 	During construction	N/A	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>(“California Air Resources Board Off-Road Diesel Regulations”) and upon request by the City (and the Air District if specifically requested), the project applicant shall provide written documentation that fleet requirements have been met.</p> <p>[Note that additional “enhanced controls” are not applicable to the project as the project size is below applicable emissions screening levels.]</p>			
<p>SCA AIR-3: Asbestos in Structures (#26). The project applicant shall comply with all applicable laws and regulations regarding demolition and renovation of Asbestos Containing Materials (ACM), including but not limited to California Code of Regulations, Title 8; California Business and Professions Code, Division 3; California Health and Safety Code sections 25915-25919.7; and Bay Area Air Quality Management District, Regulation 11, Rule 2, as may be amended. Evidence of compliance shall be submitted to the City upon request.</p>	Prior to approval of construction-related permit	Applicable regulatory agency with jurisdiction	Applicable regulatory agency with jurisdiction
<p>SCA AIR-4: Exposure to Air Pollution (Toxic Air Contaminants) (#23).</p> <p>a) Health Risk Reduction Measures</p> <p>The project applicant shall incorporate appropriate measures into the project design in order to reduce the potential health risk due to exposure to toxic air contaminants.</p> <p>The project applicant shall choose one of the following methods:</p> <p>i. The project applicant shall retain a qualified air quality consultant to prepare a Health Risk Assessment (HRA) in accordance with California Air Resources Board (CARB) and Office of Environmental Health and Hazard Assessment requirements to determine the health risk of exposure of project residents/occupants/users to air pollutants. The HRA shall be submitted to the City for review and approval. If the HRA concludes that the health risk is at or below acceptable levels, then health risk reduction measures are not required. If the HRA concludes that the health risk exceeds acceptable levels, health risk reduction measures shall be identified to reduce the health risk to acceptable levels. Identified risk reduction measures shall be submitted to the City for review and approval and be included on the project drawings submitted for the construction-related permit or on other documentation submitted to the City. The approved risk reduction measures shall be implemented during construction and/or operations as applicable.</p> <p>- or -</p> <p>ii. The project applicant shall incorporate the following health risk reduction measures into the project. These features shall be submitted to the City for review and approval and be included on the project drawings submitted for the construction-related permit or on other documentation submitted to the City:</p> <ul style="list-style-type: none"> • Installation of air filtration to reduce cancer risks and Particulate Matter (PM) exposure for residents and other sensitive populations in the project that are in close proximity to sources of air pollution. Air filter devices shall be rated MERV-13 or higher. As part of implementing this measure, an ongoing maintenance plan for the building’s HVAC air filtration system shall be required. • Where appropriate, install passive electrostatic filtering systems, especially those with low air velocities (i.e., 1 mph). • Phasing of residential developments when proposed within 500 feet of freeways such that homes nearest the freeway are built last, if feasible. • The project shall be designed to locate sensitive receptors as far away as feasible from the source(s) of air pollution. Operable windows, balconies, and building air intakes shall be located as far away from these sources as feasible. If near a distribution center, residents shall be located as far away as feasible from a loading dock or where trucks concentrate to deliver goods. • Sensitive receptors shall be located on the upper floors of buildings, if feasible. • Planting trees and/or vegetation between sensitive receptors and pollution source, if feasible. Trees that are best suited to trapping PM shall be planted, including one or more of the following: Pine (<i>Pinus nigra</i> var. <i>maritima</i>), Cypress 	Prior to approval of construction-related permit	Bureau of Planning	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>(X Cupressocyparis leylandii), Hybrid poplar (Populus deltoids X trichocarpa), and Redwood (Sequoia sempervirens).</p> <ul style="list-style-type: none"> • Sensitive receptors shall be located as far away from truck activity areas, such as loading docks and delivery areas, as feasible. • Existing and new diesel generators shall meet CARB's Tier 4 emission standards, if feasible. • Emissions from diesel trucks shall be reduced through implementing the following measures, if feasible: <ul style="list-style-type: none"> o Installing electrical hook-ups for diesel trucks at loading docks. o Requiring trucks to use Transportation Refrigeration Units (TRU) that meet Tier 4 emission standards. o Requiring truck-intensive projects to use advanced exhaust technology (e.g., hybrid) or alternative fuels. o Prohibiting trucks from idling for more than two minutes. o Establishing truck routes to avoid sensitive receptors in the project. A truck route program, along with truck calming, parking, and delivery restrictions, shall be implemented. <p>b) Maintenance of Health Risk Reduction Measures</p> <p>The project applicant shall maintain, repair, and/or replace installed health risk reduction measures, including but not limited to the HVAC system (if applicable), on an ongoing and as-needed basis. Prior to occupancy, the project applicant shall prepare and then distribute to the building manager/operator an operation and maintenance manual for the HVAC system and filter including the maintenance and replacement schedule for the filter.</p>	Ongoing	N/A	Bureau of Building
Biological Resources			
<p>SCA BIO-1: Tree Permit (#30).</p> <p>a. Tree Permit required.</p> <p>Pursuant to the City's Tree Protection Ordinance (OMC chapter 12.36), the project applicant shall obtain a tree permit and abide by the conditions of that permit.</p> <p>b. Tree Protection during construction.</p> <p>Adequate protection shall be provided during the construction period for any trees which are to remain standing, including the following, plus any recommendations of an arborist:</p> <p>Before the start of any clearing, excavation, construction, or other work on the site, every protected tree deemed to be potentially endangered by said site work shall be securely fenced off at a distance from the base of the tree to be determined by the project's consulting arborist. Such fences shall remain in place for duration of all such work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of logs, brush, earth and other debris which will avoid injury to any protected tree.</p> <p>Where proposed development or other site work is to encroach upon the protected perimeter of any protected tree, special measures shall be incorporated to allow the roots to breathe and obtain water and nutrients. Any excavation, cutting, filing, or compaction of the existing ground surface within the protected perimeter shall be minimized. No change in existing ground level shall occur within a distance to be determined by the project's consulting arborist from the base of any protected tree at any time. No burning or use of equipment with an open flame shall occur near or within the protected perimeter of any protected tree.</p>	<p>Prior to approval of construction-related permit</p> <p>During construction</p>	<p>Permit approval by Public Works Department, Tree Division; evidence of approval submitted to Bureau of Building</p> <p>Public Works Department, Tree Division</p>	<p>Bureau of Building</p> <p>Bureau of Building</p>

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>No storage or dumping of oil, gas, chemicals, or other substances that may be harmful to trees shall occur within the distance to be determined by the project's consulting arborist from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. No heavy construction equipment or construction materials shall be operated or stored within a distance from the base of any protected trees to be determined by the project's consulting arborist. Wires, ropes, or other devices shall not be attached to any protected tree, except as needed for support of the tree. No sign, other than a tag showing the botanical classification, shall be attached to any protected tree.</p> <p>Periodically during construction, the leaves of protected trees shall be thoroughly sprayed with water to prevent buildup of dust and other pollution that would inhibit leaf transpiration.</p> <p>If any damage to a protected tree should occur during or as a result of work on the site, the project applicant shall immediately notify the Public Works Department and the project's consulting arborist shall make a recommendation to the City Tree Reviewer as to whether the damaged tree can be preserved. If, in the professional opinion of the Tree Reviewer, such tree cannot be preserved in a healthy state, the Tree Reviewer shall require replacement of any tree removed with another tree or trees on the same site deemed adequate by the Tree Reviewer to compensate for the loss of the tree that is removed.</p> <p>All debris created as a result of any tree removal work shall be removed by the project applicant from the property within two weeks of debris creation, and such debris shall be properly disposed of by the project applicant in accordance with all applicable laws, ordinances, and regulations.</p>			
Cultural Resources			
<p>SCA CULTURAL-1: Construction Management Plan (#13). Prior to the issuance of the first construction-related permit, the project applicant and his/her general contractor shall submit a Construction Management Plan (CMP) for review and approval by the Bureau of Planning, Bureau of Building, and other relevant City departments such as the Fire Department, Department of Transportation, and the Public Works Department as directed. The CMP shall contain measures to minimize potential construction impacts including measures to comply with all construction-related Conditions of Approval (and mitigation measures if applicable) such as dust control, construction emissions, hazardous materials, construction days/hours, construction traffic control, waste reduction and recycling, stormwater pollution prevention, noise control, complaint management, and cultural resource management (see applicable Conditions below). The CMP shall provide project-specific information including descriptive procedures, approval documentation, and drawings (such as a site logistics plan, fire safety plan, construction phasing plan, proposed truck routes, traffic control plan, complaint management plan, construction worker parking plan, and litter/debris clean-up plan) that specify how potential construction impacts will be minimized and how each construction-related requirement will be satisfied throughout construction of the project.</p> <p><i>To further implement SCA CULTURAL-1, the following site-specific recommendations will be implemented:</i></p> <p><u>Cultural Resource Management Measure 1.1: Rehabilitation Treatment Plan:</u> A detailed conditions analysis and rehabilitation plan for retained exterior and interior character-defining features at the Palace Theatre building, including but not limited to the exterior plaster and terracotta decorative elements, exterior floor tile, interior cased beam ceilings, interior auditorium false façade elements, interior staircase and railing, and interior tiled drinking fountains, should be</p>	Prior to approval of construction-related permit	Bureau of Planning	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>prepared by a historic preservation professional meeting the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture. The plan should include procedures for removal, storage, rehabilitation, and installation of historic elements which are proposed to be relocated within the building, including a contingency plan if there are changes to the project, ownership, and/or schedule mid-stream. The storage plan should specify where removed and retained elements will be held for the duration of project activities prior to reinstallation, and how they will be transported and secured during storage. The rehabilitation plan should additionally describe measures for the protection of historic materials where alterations to the building, such as non-original windows, interface with character-defining historic features such as original window and storefront openings. This rehabilitation plan should include narrative descriptions of proposed activities, significance diagrams, plans, elevations, and section drawings, as needed. The rehabilitation plan should be consistent with the standards outlined in the following documents:</p> <ul style="list-style-type: none"> • The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, with specific reference to the Secretary of the Interior's Standards for Rehabilitation. • The City of Oakland's 1994 Historic Preservation Element of the Oakland General Plan. <p>The rehabilitation plan should be submitted for review and approval by the Director of the Planning & Building Department or their designee, prior to issuance of any construction-related site permit.</p> <p><u>Cultural Resource Management Measure 1.2: Historic American Building Survey (HABS)-Type Documentation:</u> The project sponsor should retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History to prepare written and photographic documentation of the Palace Theatre building. The documentation should be prepared based on the National Park Service's Historic American Building Survey (HABS) Guidelines, and should include the following:</p> <ol style="list-style-type: none"> 1. Drawings: Efforts should be made to locate original construction and renovation drawings dating to the building's period of significance. If located, these drawings should be photographed or scanned at high resolution, reproduced, and included in the dataset. If construction drawings or plans cannot be located, as-built drawings should be produced. The as-built drawings should be reviewed by a professional who meets the Secretary of the Interior's Professional Qualification Standards for Architecture or Historic Architecture and be reviewed by the professional retained to prepare the written history. 2. Photographs: Standard large-format or digital photography should be used. If large-format photography is undertaken, it should follow the HABS/HAER/HALS Photography Guidelines (November 2011; updated June 2015). If digital photography is used, it should follow the National Park Service's National Register Photo Policy Factsheet (June 2013), including ink and paper combinations for printing photographs that have a permanency rating of approximately 115 years. Digital photographs should be saved in uncompressed TIF file format. The size of each image should be 1600x1200 pixels at 300 pixels per inch or larger, color format, and printed in black and white. The file name for each electronic image should correspond with the index of photographs and photograph label. Photograph views for the dataset should include: <ul style="list-style-type: none"> • Exterior contextual views. • Oblique views of the exterior of the building; • Orthogonal views of each side of the building, where possible; • Interior views; • Detail views of exterior and interior character-defining features. 			

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<p>All views should be referenced on a photographic key. This photograph key should be on a map of the property and should show the photograph number with an arrow indicating the direction of the view. Historical photographs should also be collected, reproduced, and included in the dataset.</p> <p>3. Interior and Exterior 3D Photographic Models: New or existing digital models based on 3D photography should be included in the documentation package. The interior model should provide the capability for user-guided access to all character-defining interior spaces.</p> <p>4. Written History: A historical report should be prepared for the building, summarizing the history of the building, property description, and historical significance. Documentation should adhere to National Park Service standards for "outline form" HABS documentation.</p> <p>The documentation should be prepared by a consultant meeting the Secretary of the Interior's Professional Qualifications Standards for History or Architectural History and submitted for review and approval by the Director of the Planning & Building Department or their designee prior to issuance of any construction permits for the site.</p> <p>Copies of the drawings, photographs, and report should be given to the Oakland Planning Department and Oakland Cultural Heritage Survey (OCHS), and offered to publicly accessible repositories such as the Oakland Public Library's Oakland History Center and the Bancroft Library at the University of California, Berkeley. Repositories may specify their preference for print and/or digital formats. This measure would create a collection of reference materials that would be available to the public and inform future research.</p> <p><u>Cultural Resources Management Mitigation Measure 1.3: Commemoration and Public Interpretation.</u> The Project Sponsor should prepare a permanent exhibit/display, in coordination with an experienced interpretation/exhibit designer, of the history of the Palace Theatre, including but not limited to historic and current condition photographs, interpretive text, and drawings. Content should focus on the original and renovated interior appearance, the Reid Brothers architectural firm, and the original use of the building as a venue for motion pictures and live performances. The interpretive display should be placed in a suitable publicly accessible space(s) at the project site. As the altered auditorium streetscape elements and relocated stage ceiling would serve more as salvaged interpretive elements rather than as preserved original features, the process of removal, alteration, and reinstallation of these features should be clearly described in on-site interpretive materials.</p> <p>Design sketches, exhibit text, and narrative descriptions should be prepared by a consultant meeting the Secretary of the Interior's Professional Qualifications Standards for History or Architectural History, and submitted for review and approval by the Director of the Planning & Building Department or their designee prior to issuance of any construction permits for the site. Planning & Building Department staff should inspect the installed interpretive display to confirm its adherence to mitigation measure requirements prior to issuance of a Certificate of Occupancy.</p> <p><u>Cultural Resource Management Measure 1.4: Salvage:</u> In consultation with a professional who meets the Secretary of the of the Interior's Professional Qualifications Standards for Architectural History, the project sponsor should prepare a Salvage Plan which identifies elements of interior character-defining features not proposed for retention and reuse on site, and which may be salvaged for use in public interpretation. Appropriate venues for interpretation may include but would not necessarily be limited to off-site displays which interpret the history of the 23rd Avenue Commercial District ASI, the history of Oakland's early motion picture theaters, or the work of the Reid Bros. architectural firm. Materials that may be salvaged from the auditorium, balcony, or lobbies for interpretive use may include, but are not limited to: theater seats, iron railings, terracotta roof tiles, and wood or plaster decorative features. The Salvage Plan</p>			

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
should describe the procedures to be undertaken by the project sponsor for advertising the availability of salvaged materials for use at appropriate off-site display venues and for removal and transfer of elements to other entities. Planning & Building Department staff should review the Salvage Plan prior to issuance of any construction permits for the site.			
<p>SCA CULTURAL-2: Archaeological and Paleontological Resources – Discovery During Construction (#32). Pursuant to CEQA Guidelines section 15064.5(f), in the event that any historic or prehistoric subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant shall notify the City and consult with a qualified archaeologist or paleontologist, as applicable, to assess the significance of the find. In the case of discovery of paleontological resources, the assessment shall be done in accordance with the Society of Vertebrate Paleontology standards. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined unnecessary or infeasible by the City. Feasibility of avoidance shall be determined with consideration of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted. Work may proceed on other parts of the project site while measures for the cultural resources are implemented.</p> <p>In the event of data recovery of archaeological resources, the project applicant shall submit an Archaeological Research Design and Treatment Plan (ARDTP) prepared by a qualified archaeologist for review and approval by the City. The ARDTP is required to identify how the proposed data recovery program would preserve the significant information the archaeological resource is expected to contain. The ARDTP shall identify the scientific/historic research questions applicable to the expected resource, the data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ARDTP shall include the analysis and specify the curation and storage methods. Data recovery, in general, shall be limited to the portions of the archaeological resource that could be impacted by the proposed project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practicable. Because the intent of the ARDTP is to save as much of the archaeological resource as possible, including moving the resource, if feasible, preparation and implementation of the ARDTP would reduce the potential adverse impact to less than significant. The project applicant shall implement the ARDTP at his/her expense.</p> <p>In the event of excavation of paleontological resources, the project applicant shall submit an excavation plan prepared by a qualified paleontologist to the City for review and approval. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and/or a report prepared by a qualified paleontologist, as appropriate, according to current professional standards and at the expense of the project applicant.</p>	During construction	N/A	Bureau of Building

[illegible]

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	When Required	Initial Approval	Monitoring/ Inspection
SCA GEOLOGY-2: Seismic Hazards Zone – Landslide/Liquefaction (#39). The project applicant shall submit a site-specific geotechnical report consistent with California Geological Survey Special Publication 117 (as amended), prepared by a registered geotechnical engineer for City review and approval. The geotechnical report shall contain at a minimum, a description of the geological and geotechnical conditions at the site, an evaluation of site-specific seismic hazards based on geological and geotechnical conditions, and recommended measures to reduce potential impacts related to liquefaction and/or slope stability hazards. The project applicant shall implement the recommendations contained in the approved report during project design and construction.	Prior to approval of construction-related permit	Bureau of Building	Bureau of Building
GREENHOUSE GAS EMISSIONS / GLOBAL CLIMATE CHANGE			
SCA GHG-1: Project Compliance with the Equitable Climate Action Plan (ECAP) Consistency Checklist (#41). The project applicant shall implement all the measures in the Equitable Climate Action Plan (ECAP) Consistency Checklist that was submitted during the Planning entitlement phase. a. For physical ECAP Consistency Checklist measures to be incorporated into the design of the project, the measures shall be included on the drawings submitted for construction related permits. b. For physical ECAP Consistency Checklist measures to be incorporated into the design of the project, the measures shall be implemented during construction. c. For ECAP Consistency Checklist measures that are operational but not otherwise covered by these SCAs, including but not limited to the requirement for transit passes or additional Transportation Demand Management measures, the applicant shall provide notice of these measures to employees and/or residents and post these requirements in a public place such as a lobby or work area accessible to the employees and/or residents.	Prior to approval of construction-related permit During construction Ongoing	Bureau of Planning Bureau of Planning N/A	Bureau of Planning Bureau of Building Bureau of Planning
Hazards and Hazardous Materials			
SCA HAZARDS-1: Hazardous Building Materials and Site Contamination (#44) a. Hazardous Building Materials Assessment The project applicant shall submit a comprehensive assessment report to the Bureau of Building, signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials (ACMs), lead-based paint, polychlorinated biphenyls (PCBs), and any other building materials or stored materials classified as hazardous materials by State or federal law. If lead-based paint, ACMs, PCBs, or any other building materials or stored materials classified as hazardous materials are present, the project applicant shall submit specifications prepared and signed by a qualified environmental professional, for the stabilization and/or removal of the identified hazardous materials in accordance with all applicable laws and regulations. The project applicant shall implement the approved recommendations and submit to the City evidence of approval for any proposed remedial action and required clearances by the applicable local, state, or federal regulatory agency. b. Environmental Site Assessment Required The project applicant shall submit a Phase I Environmental Site Assessment report, and Phase II Environmental Site Assessment report if warranted by the Phase I report, for the project site for review and approval by the City. The report(s) shall be prepared by a qualified environmental assessment professional and include recommendations for remedial action, as appropriate, for hazardous materials. The project applicant shall implement the approved recommendations and submit to the City evidence of approval for any proposed remedial action and required clearances by the applicable local, state, or federal regulatory agency. c. Health and Safety Plan Required The project applicant shall submit a Health and Safety Plan for the review and approval by the City in order to protect project construction workers from risks	Prior to approval of demolition, grading, or building permits Prior to approval of construction-related permit. Initial Approval: Applicable regulatory agency with jurisdiction Monitoring/Inspection: Applicable regulatory agency with jurisdiction Prior to approval of construction-related permit	Bureau of Building Applicable regulatory agency with jurisdiction Bureau of Building	Bureau of Building Applicable regulatory agency with jurisdiction Bureau of Building

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associated with hazardous materials. The project applicant shall implement the approved Plan. d. Best Management Practices (BMPs) Required for Contaminated Sites [Item d text omitted because it is not applicable to the project, which is not on a contaminated site.]			
SCA HAZARDS-2: Hazardous Materials Related to Construction (#43). The project applicant shall ensure that Best Management Practices (BMPs) are implemented by the contractor during construction to minimize potential negative effects on groundwater, soils, and human health. These shall include, at a minimum, the following: a. Follow manufacture's recommendations for use, storage, and disposal of chemical products used in construction; b. Avoid overtopping construction equipment fuel gas tanks; c. During routine maintenance of construction equipment, properly contain and remove grease and oils; d. Properly dispose of discarded containers of fuels and other chemicals; e. Implement lead-safe work practices and comply with all local, regional, state, and federal requirements concerning lead (for more information refer to the Alameda County Lead Poisoning Prevention Program); and f. If soil, groundwater, or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums or other hazardous materials or wastes are encountered), the project applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notifying the City and applicable regulatory agency(ies) and implementation of the actions described in the City's Standard Conditions of Approval, as necessary, to identify the nature Effective December 16, 2020 Page 37 and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.	During construction	N/A	Bureau of Building
Hydrology and Water Quality			
SCA HYDROLOGY-1: Erosion and Sedimentation Control Measures for Construction (#48). The project applicant shall implement Best Management Practices (BMPs) to reduce erosion, sedimentation, and water quality impacts during construction to the maximum extent practicable. At a minimum, the project applicant shall provide filter materials deemed acceptable to the City at nearby catch basins to prevent any debris and dirt from flowing into the City's storm drain system and creeks.	During construction	N/A	Bureau of Building
SCA HYDROLOGY-2: Site Design Measures to Reduce Stormwater Runoff (#52). Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is Effective December 16, 2020 Page 43 encouraged to incorporate appropriate site design measures into the project to reduce the amount of stormwater runoff. These measures may include, but are not limited to, the following: a. Minimize impervious surfaces, especially directly connected impervious surfaces and surface parking areas; b. Utilize permeable paving in place of impervious paving where appropriate; c. Cluster structures; d. Direct roof runoff to vegetated areas; e. Preserve quality open space; and f. Establish vegetated buffer areas.	Ongoing	N/A	N/A

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	When Required	Initial Approval	Monitoring/ Inspection
<p>SCA HYDROLOGY-3: <i>Source Control Measures to Limit Stormwater Pollution</i> (#53) Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is encouraged to incorporate appropriate source control measures to limit pollution in stormwater runoff. These measures may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Stencil storm drain inlets “No Dumping – Drains to Bay;” b. Minimize the use of pesticides and fertilizers; c. Cover outdoor material storage areas, loading docks, repair/maintenance bays and fueling areas; d. Cover trash, food waste, and compactor enclosures; and e. Plumb the following discharges to the sanitary sewer system, subject to City approval: f. Discharges from indoor floor mats, equipment, hood filter, wash racks, and, covered outdoor wash racks for restaurants; g. Dumpster drips from covered trash, food waste, and compactor enclosures; h. Discharges from outdoor covered wash areas for vehicles, equipment, and accessories; i. Swimming pool water, if discharge to on-site vegetated areas is not feasible; and j. Fire sprinkler test water, if discharge to on-site vegetated areas is not feasible. 	Ongoing	N/A	N/A
Noise and Vibration			
<p>SCA NOISE-1: <i>Construction Days/Hours</i> (#62). The project applicant shall comply with the following restrictions concerning construction days and hours:</p> <ul style="list-style-type: none"> a. Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Friday, except that pier drilling and/or other extreme noise generating activities greater than 90 dBA shall be limited to between 8:00 a.m. and 4:00 p.m. b. Construction activities are limited to between 9:00 a.m. and 5:00 p.m. on Saturday. In residential zones and within 300 feet of a residential zone, construction activities are allowed from 9:00 a.m. to 5:00 p.m. only within the interior of the building with the doors and windows closed. No pier drilling or other extreme noise generating activities greater than 90 dBA are allowed on Saturday. c. No construction is allowed on Sunday or federal holidays. <p>Construction activities include, but are not limited to, truck idling, moving equipment (including trucks, elevators, etc.) or materials, deliveries, and construction meetings held on-site in a non-enclosed area.</p> <p>Any construction activity proposed outside of the above days and hours for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case-by-case basis by the City, with criteria including the urgency/emergency nature of the work, the proximity of residential or other sensitive uses, and a consideration of nearby residents'/occupants' preferences. The project applicant shall notify property owners and occupants located within 300 feet at least 14 calendar days prior to construction activity proposed outside of the above days/hours. When submitting a request to the City to allow construction activity outside of the above days/hours, the project applicant shall submit information concerning the type and duration of proposed construction activity and the draft public notice for City review and approval prior to distribution of the public notice.</p>	During construction	N/A	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>SCA NOISE-2: Construction Noise (#63). The project applicant shall implement noise reduction measures to reduce noise impacts due to construction. Noise reduction measures include, but are not limited to, the following:</p> <p>a. Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds) wherever feasible.</p> <p>b. Except as provided herein, impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures.</p> <p>c. Applicant shall use temporary power poles instead of generators where feasible.</p> <p>d. Stationary noise sources shall be located as far from adjacent properties as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction.</p> <p>e. The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.</p>	During construction	N/A	Bureau of Building
<p>SCA NOISE-3: Extreme Construction Noise (#64). [SCA Noise-3 is strictly applicable to all construction projects, but would only be triggered if extreme noise-generating (90 dBA or above) construction activities, such as pile driving, are subsequently proposed]</p> <p><i>a. Construction Noise Management Plan Required</i> Prior to any extreme noise generating construction activities (e.g., pier drilling, pile driving and other activities generating greater than 90dBA), the project applicant shall submit a Construction Noise Management Plan prepared by a qualified acoustical consultant for City review and approval that contains a set of site-specific noise attenuation measures to further reduce construction impacts associated with extreme noise generating activities. The project applicant shall implement the approved Plan during construction. Potential attenuation measures include, but are not limited to, the following:</p> <p>i. Erect temporary plywood noise barriers around the construction site, particularly along on sites adjacent to residential buildings;</p> <p>ii. Implement “quiet” pile driving technology (such as pre-drilling of piles, the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of geotechnical and structural requirements and conditions;</p> <p>iii. Utilize noise control blankets on the building structure as the building is erected to reduce noise emission from the site;</p> <p>iv. Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example and implement such measure if such measures are feasible and would noticeably reduce noise impacts; and</p> <p>v. Monitor the effectiveness of noise attenuation measures by taking noise measurements.</p> <p><i>b. Public Notification Required</i> The project applicant shall notify property owners and occupants located within 300 feet of the construction activities at least 14 calendar days prior to commencing extreme noise generating activities. Prior to providing the notice, the project applicant shall submit to the City for review and approval the proposed type and</p>	<p>Prior to approval of construction-related permit</p> <p>During construction</p>	<p>Bureau of Building</p> <p>Bureau of Building</p>	<p>Bureau of Building</p> <p>Bureau of Building</p>

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
duration of extreme noise generating activities and the proposed public notice. The public notice shall provide the estimated start and end dates of the extreme noise generating activities and describe noise attenuation measures to be implemented.			
<p>SCA NOISE-4: <i>Vibration Impacts on Adjacent Structures or Vibration-Sensitive Activities</i> (#70). The project applicant shall submit a Vibration Analysis prepared by an acoustical and/or structural engineer or other appropriate qualified professional for City review and approval that establishes pre-construction baseline conditions and threshold levels of vibration that could damage the structure and/or substantially interfere with activities located at 2263 E. 15th Street. The Vibration Analysis shall identify design means and methods of construction that shall be utilized in order to not exceed the thresholds. The applicant shall implement the recommendations during construction.</p> <p><i>To further implement SCA NOISE-4, the following site-specific recommendations shall be implemented:</i></p> <p><u>Noise Improvement 4.1: <i>Vibration Reduction</i>.</u> The following construction methods are recommended pursuant to SCA Noise-4 to reduce vibration levels due to the project's construction activities to less than 0.3 in/sec PPV threshold at nearby buildings:</p> <ul style="list-style-type: none"> a) Avoid using heavy construction equipment such as vibratory rollers, hoe rams, large bulldozers, and tampers within 20 feet of nearby structures. b) Avoid dropping heavy objects or materials within 20 feet of nearby structures. c) Place operating equipment on the construction site as far as possible from vibration-sensitive receptors. d) Use smaller equipment to minimize vibration levels below the limits. e) Select demolition methods not involving impact tools. 	Prior to construction	Bureau of Building	Bureau of Building
<p>SCA NOISE-5: <i>Operational Noise</i> (#68). Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of chapter 17.120 of the Oakland Planning Code and chapter 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City.</p> <p><i>To further implement SCA NOISE-5, the following site-specific recommendations shall be implemented:</i></p> <p><u>Noise Improvement 5.1: <i>Operational Noise Reduction</i>.</u> The following improvement shall be constructed as a part of the project to ensure operational noise levels would remain within Oakland performance standards:</p> <ul style="list-style-type: none"> a) Construct a solid noise barrier along the northwest residential property line to shield adjacent residential land-uses from outdoor area noise. This noise barrier shall be a minimum of 8 feet tall except in the 10 feet adjacent to the property line with E. 15th Street, which shall be a minimum of 6 feet tall. 	Ongoing	N/A	Bureau of Building
Public Services and Recreation			
SCA SERVICES-1: <i>Capital Improvements Impact Fee</i> (#73). The project applicant shall comply with the requirements of the City of Oakland Capital Improvements Fee Ordinance (chapter 15.74 of the Oakland Municipal Code).	Prior to issuance of building permit	Bureau of Building	N/A
Transportation and Circulation			
SCA TRANSPORTATION-1: <i>Transportation Impact Fee</i> (#79). The project applicant shall comply with the requirements of the City of Oakland Transportation Impact Fee Ordinance (chapter 15.74 of the Oakland Municipal Code).	Prior to issuance of building permit	Bureau of Building	N/A
SCA TRANSPORTATION-2: <i>Bicycle Parking</i> (#76). The project applicant shall comply with the City of Oakland Bicycle Parking Requirements (chapter 17.118 of the Oakland Planning Code). The project drawings submitted for construction-related permits shall demonstrate compliance with the requirements.	Prior to approval of construction-related permit	Bureau of Planning	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>SCA TRANSPORTATION-3: Transportation and Parking Demand Management (#78).</p> <p>a. Transportation and Parking Demand Management (TDM) Plan Required Requirement: The project applicant shall submit a Transportation and Parking Demand Management (TDM) Plan for review and approval by the City.</p> <p>i. The goals of the TDM Plan shall be the following:</p> <ul style="list-style-type: none"> • Reduce vehicle traffic and parking demand generated by the project to the maximum extent practicable. • Achieve the following project vehicle trip reductions (VTR): <ul style="list-style-type: none"> o Projects generating 50-99 net new a.m. or p.m. peak hour vehicle trips: 10 percent VTR o Projects generating 100 or more net new a.m. or p.m. peak hour vehicle trips: 20 percent VTR • Increase pedestrian, bicycle, transit, and carpool/vanpool modes of travel. All four modes of travel shall be considered, as appropriate. • Enhance the City's transportation system, consistent with City policies and programs. <p>ii. The TDM Plan should include the following:</p> <ul style="list-style-type: none"> • Baseline existing conditions of parking and curbside regulations within the surrounding neighborhood that could affect the effectiveness of TDM strategies, including inventory of parking spaces and occupancy if applicable. • Proposed TDM strategies to achieve VTR goals (see below). <p>iii. For employers with 100 or more employees at the subject site, the TDM Plan shall also comply with the requirements of Oakland Municipal Code Chapter 10.68 Employer- Based Trip Reduction Program.</p> <p>iv. Mandatory TDM strategies must be incorporated into a TDM Plan based on a project location or other characteristics. When required, these mandatory strategies should be identified as a credit toward a project's VTR. The TDM Plan shall indicate the estimated VTR for each strategy, based on published research or guidelines where feasible. For TDM Plans containing ongoing operational VTR strategies, the Plan shall include an ongoing monitoring and enforcement program to ensure the Plan is implemented on an ongoing basis during project operation. If an annual compliance report is required, as explained below, the TDM Plan shall also specify the topics to be addressed in the annual report.</p> <p>b. TDM Implementation – Physical Improvements Requirement: For VTR strategies involving physical improvements, the project applicant shall obtain the necessary permits/approvals from the City and install the improvements prior to the completion of the project.</p> <p>c. TDM Implementation – Operational Strategies [Item c text omitted because it is not applicable to the project, which does not generate 100 or more net new peak hour trips]</p> <p><i>To further implement SCA TRANSPORTATION-3, the following site-specific recommendations shall be implemented. Note that the specifics of these implementing measures are preliminary and could be revised through coordination with the City as part of the normal permitting process.</i></p> <p><u>TDM Improvement Measure 3.1 - Bus Shelters.</u> The project shall consult with AC Transit and the City to identify feasibility of installing bus shelters for the following bus flag stops:</p> <ul style="list-style-type: none"> • Stop 51284, Route 62: 23rd Ave northbound at International Blvd • Stop 57505, Route 62: 23rd Ave southbound at International Blvd • Stop 54554, Route 62: 23rd Ave northbound at 16th St • Stop 54448, Route 40: Foothill Blvd eastbound at 23rd Ave <p>If these stops have 25 or more passenger boardings per day and construction of the bus shelters is feasible, the project will contribute its fair share cost responsibility toward new bus shelters.</p>	Prior to approval of planning application	Bureau of Planning	N/A
	Prior to building permit final	Bureau of Building	Bureau of Building
	Ongoing	Department of Transportation	Department of Transportation

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p><u>TDM Improvement Measure 3.2 – Intersection Improvements (curb extensions of bulb-outs; installation of safety improvements identified in the Pedestrian Master Plan; paving lane striping or restriping and signs).</u> The project shall contribute its fair share cost responsibility for improvements at the 22nd Ave & East 15th St Intersection (Improvement Measure TR-5, see below):</p> <ul style="list-style-type: none"> • Install high visibility yellow-striped crosswalks with signage and advanced yield markings (Short-Term Countermeasure). • Install pedestrian safety zones extending from the curb (Short-Term Countermeasure). • Add edge line markings on East 15th Street for street narrowing and parking definition. Restrict on-street parking within 20-feet of intersection and marked crosswalks (Short-Term Countermeasure). • Install curb extensions on each corner (Long-Term Countermeasure). <p>The project sponsor shall work with the City to convert the marked crosswalks to yellow school crosswalks at 23rd Avenue and East 15th Street and 23rd Avenue and International Boulevard.</p> <p>The project sponsor shall work with the City to add yield markings on 23rd Avenue at East 15th Street.</p> <p><u>TDM Improvement Measure 3.3 – Pedestrian Crossing Improvements, Pedestrian-Supportive Signal Changes.</u> The project sponsor shall work with the City to optimize the pedestrian Walk phase timing when parallel traffic on International Boulevard has the green phase; this may be achieved by setting phases to ‘rest in walk’, lengthening the pedestrian walk phase, increasing the Walk phase frequency by shortening the signal cycle (to and from the BRT platform), or by other means at the following crossings (Improvement Measure TR-5.6, see below):</p> <ul style="list-style-type: none"> • 23rd Avenue at International Boulevard (east crosswalk) • 24th Avenue at International Boulevard (east and south crosswalks) <p><u>TDM Improvement Measure 3.4 – Relocating Bus Stops to Far Side.</u> The project shall consult with AC Transit and the City to determine if the following near side bus stops should be relocated to the far side:</p> <ul style="list-style-type: none"> • Stop 57505, Route 62: 23rd Ave southbound approach to International Blvd • Stop 54554, Route 62: 23rd Ave northbound approach to 16th St/Foothill Blvd • Stop 54448, Route 40: Foothill Blvd eastbound approach to 23rd Ave <p>If the transit stop relocations are found to be feasible, then the project sponsor will contribute its fair share cost responsibility toward the transit stop relocation.</p> <p><u>Additional Recommended TDM Measures</u></p> <p>Additional TDM measures are recommended to help achieve the required reduction in vehicle trips and other goals of the TDM Plan as required pursuant to SCA TRANSPORTATION-3, including the following:</p> <ul style="list-style-type: none"> • TDM Program Coordinator: <p>The TDM Program Coordinator would be responsible for implementation, monitoring, and reporting of the TDM Plan. The TDM Coordinator would facilitate site inspections by City staff to verify that the standards specified as conditions of approval are met. This person(s) could be a school employee or a third-party provider that runs the program.</p> <p>The TDM Program Coordinator would be responsible for managing T-7 Implement Commute Trip Reduction Marketing, T-9 Implement Subsidized or Discounted Transit Program, and T-41 Implement a School Pool Program.</p> <ul style="list-style-type: none"> • T-7 Implement Commute Trip Reduction Marketing <p>The project sponsor would implement a marketing strategy to promote a commute trip reduction (CTR) program. Information sharing and marketing promote and educate students and staff about their travel choices to the project location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.</p>			

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<ul style="list-style-type: none"> • T-9 Implement Subsidized or Discounted Transit Program <p>The project sponsor would provide subsidized or discounted, or free transit passes for 100 students. Reducing the out-of-pocket cost for choosing transit improves the competitiveness of transit against driving, increasing the total number of transit trips and decreasing vehicle trips. This decrease in vehicle trips results in reduced VMT and thus a reduction in GHG emissions.</p> <ul style="list-style-type: none"> • T-10 Provide End-of-Trip Bicycle Facilities <p>The project sponsor would install and maintain end-of-trip facilities for employee use. The provision and maintenance of secure bike parking and related facilities encourages commuting by bicycle, thereby reducing VMT and GHG emissions. This measure is consistent with project SCA Transportation-2, Bicycle Parking.</p> <ul style="list-style-type: none"> • T-18 Provide Pedestrian Network Improvement <p>This measure would increase the sidewalk coverage to improve pedestrian access, which may include crossing safety improvements. Providing sidewalks and an enhanced pedestrian network would encourage people to walk instead of drive. This mode shift would result in a reduction in VMT and GHG emissions.</p> <ul style="list-style-type: none"> • T-41 Implement a School Pool Program (CAPCOA 2010 TRT-10) <p>The project sponsor would create a ridesharing program for school children. Most school districts provide bussing services to public schools only. School pool helps match parents to transport students to private schools, or to schools where students cannot walk or bike but do not meet the requirements for bussing. A school pool program can help reduce onsite air pollutant emissions at the school by reducing private vehicle trips, especially if the pool vehicle is zero emissions.</p>			
<p>SCA TRANSPORTATION-4: Construction Activity in the Public Right-of-Way (#75).</p> <p>a. Obstruction Permit Required</p> <p>The project applicant shall obtain an obstruction permit from the City prior to placing any temporary construction-related obstruction in the public right-of-way, including City streets and sidewalks.</p> <p>b. Traffic Control Plan Required</p> <p>In the event of obstructions to vehicle or bicycle travel lanes, the project applicant shall submit a Traffic Control Plan to the City for review and approval prior to obtaining an obstruction permit. The project applicant shall submit evidence of City approval of the Traffic Control Plan with the application for an obstruction permit. The Traffic Control Plan shall contain a set of comprehensive traffic control measures for auto, transit, bicycle, and pedestrian detours, including detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. The project applicant shall implement the approved Plan during construction.</p> <p>c. Repair of City Streets</p> <p>The project applicant shall repair any damage to the public right-of way, including streets and sidewalks caused by project construction at his/her expense within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to approval of the final inspection of the construction-related permit. All damage that is a threat to public health or safety shall be repaired immediately.</p>	<p>Prior to approval of construction-related permit</p> <p>Prior to approval of construction-related permit</p> <p>Prior to building permit final</p>	<p>Department of Transportation</p> <p>Department of Transportation</p> <p>N/A</p>	<p>Department of Transportation</p> <p>Department of Transportation</p> <p>Department of Transportation</p>
<p>SCA TRANSPORTATION-5: Transportation Improvements (#77). The project applicant shall implement the recommended on- and off-site transportation-related improvements contained within the Transportation Impact Review for the project (e.g., signal timing adjustments, restriping, signalization, traffic control devices, roadway reconfigurations, transportation demand management measures, and transit, pedestrian, and bicyclist amenities). The project applicant is</p>	<p>Prior to building permit final or as otherwise specified</p>	<p>Bureau of Building; Department of Transportation</p>	<p>Bureau of Building</p>

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<p>responsible for funding and installing the improvements, and shall obtain all necessary permits and approvals from the City and/or other applicable regulatory agencies such as, but not limited to, Caltrans (for improvements related to Caltrans facilities) and the California Public Utilities Commission (for improvements related to railroad crossings), prior to installing the improvements. To implement this measure for intersection modifications, the project applicant shall submit Plans, Specifications, and Estimates (PS&E) to the City for review and approval. All elements shall be designed to applicable City standards in effect at the time of construction and all new or upgraded signals shall include these enhancements as required by the City. All other facilities supporting vehicle travel and alternative modes through the intersection shall be brought up to both City standards and ADA standards (according to Federal and State Access Board guidelines) at the time of construction.</p> <p><i>To further implement SCA TRANSPORTATION-5, the following transportation improvement measures or project-specific recommendations shall be implemented. Note that the specifics of these implementing measures are preliminary at this point and could be revised through coordination with the City as part of the normal permitting process.</i></p> <p><u>Improvement Measure TR-5.1: Develop and Implement Drop-Off and Pick-Up Procedures.</u> To minimize potential disturbance impacting surrounding roadways and to maintain safe and effective operations, the project shall develop and implement drop-off and pick-up procedures to be reviewed and approved by City staff prior to school opening. These procedures would address typical school day, minimum school day, and special event scenarios. These procedures should include:</p> <ul style="list-style-type: none"> • Provide clearly marked white curb and signage to designate a drop-off and pickup zone on the south side of East 15th Street directly adjacent to the project site. • Require drivers to pull up to the front of the designated area and to not leave the vehicle while conducting drop-off or pick-up. • Prohibit double parking and waiting in the travel lanes on East 15th Street. Prohibit student loading on 23rd Avenue. • Implement an arrival and departure assistant program that allows for students or staff to serve as valets and actively manage and enforce proper loading and unloading procedures. Assistants can also encourage appropriate driving behavior and ensure pedestrian and cyclist safety at the intersection. • Communicate drop-off and pick-up procedures to staff, students, and parents using welcome packets, school announcements, and newsletters. <p><u>Improvement Measure TR-5.2: Off-Site Parking.</u> The project sponsor shall install signs outside the off-street parking lot indicating its reserved use for the school. Within the parking lot, the project sponsor shall install signs indicating reserved parking for school staff and guests.</p> <p><u>Improvement Measure TR-5.3: On-Street Parking and Loading.</u> The project sponsor shall work with the City of Oakland to designate the 200 feet of school frontage on East 15th Street as a white curb loading zone. The project sponsor shall install signs indicating:</p> <ul style="list-style-type: none"> • “No Parking Student Loading Only” zones during the morning drop-off and afternoon pick-up period, and • “Short-term school visitor parking and deliveries only” zones outside non-student loading hours. <p><u>Improvement Measure TR-5.4: Implement Special Event Parking Management Strategies.</u> For all special events with 150 or more attendees, the project sponsor shall implement a parking management plan with the following strategies:</p> <ul style="list-style-type: none"> • Provide a special event trip reduction newsletter to clearly communicate special event travel options that include carpooling, taking transit, walking, and biking, special carpool parking, and any arranged off-site parking options. 			

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
<ul style="list-style-type: none"> • Direct households that are driving to park two or more blocks away from the project to reduce instances of cruising for parking at the school frontage. • Integrate group bicycle rides to campus and other programmatic content as part of special events. <p><u>Improvement Measure TR-5.5: Pedestrian Safety Enhancements to East 15th Street.</u> The project shall construct improvements at the East side crosswalk of the intersection of 22nd Avenue and East 15th Street including the northeast and southeast corners, consistent with the Oakland Pedestrian Master Plan, subject to review by the City of Oakland Department of Transportation as part of the City's Off Site Infrastructure (PX) Permit process. These improvements include:</p> <ul style="list-style-type: none"> • Upgrade non-ADA compliant curb at the northeast and southeast corners of the intersection to be ADA compliant and install a high-visibility yellow school crosswalk on the east crosswalk. • Add edge line markings on East 15th Street for street narrowing and parking definition. Restrict on-street parking within 20 feet of intersection and marked crosswalks. • Install pedestrian safety zones extending from the curb at the northeast and southeast corners. The purpose of these painted bulb-outs is to reduce the speed of turning vehicles and reduce the pedestrian exposure to vehicle traffic while crossing East 15th Street. • Install intersection hardening treatments consisting of low-profile wheel stops and flexible vertical delineators on the center double yellow line on 22nd Avenue approaching East 15th Street from the north and south, similar to those one block to the north at 22nd Avenue and Foothill Boulevard. <p><u>Improvement Measure TR-5.6: Optimize Signal Timing for Pedestrians on International Boulevard between 23rd Avenue and the BRT stop at 24th Avenue.</u> The project sponsor shall update signal timing cards as needed to optimize the pedestrian Walk phase timing when parallel traffic on International Boulevard has the green phase; this may be achieved by setting phases to 'rest in walk', lengthening the pedestrian walk phase, increasing the Walk phase frequency by shortening the signal cycle (to and from the BRT platform), or by other means at the following crossings:</p> <ul style="list-style-type: none"> • 23rd Avenue at International Boulevard (east crosswalk) • 24th Avenue at International Boulevard (east and south crosswalks) <p><u>Improvement Measure TR-5.7: Install Sufficient On-Site Bicycle Parking.</u> The project shall install a minimum of 22 long-term and 18 short-term bicycle parking spaces in accordance with the City Municipal Code §17.117.100.</p>			
Utilities and Service Systems			
<p>SCA UTILITIES-1: <i>Underground Utilities</i> (#83). The project applicant shall place underground all new utilities serving the project and under the control of the project applicant and the City, including all new gas, electric, cable, and telephone facilities, fire alarm conduits, street light wiring, and other wiring, conduits, and similar facilities. The new facilities shall be placed underground along the project's street frontage and from the project structures to the point of service. Utilities under the control of other agencies, such as PG&E, shall be placed underground if feasible. All utilities shall be installed in accordance with standard specifications of the serving utilities.</p>	During construction	N/A	Bureau of Building

Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring		
	When Required	Initial Approval	Monitoring/ Inspection
SCA UTILITIES-2: <i>Construction and Demolition Waste Reduction and Recycling</i> (#82). The project applicant shall comply with the City of Oakland Construction and Demolition Waste Reduction and Recycling Ordinance (chapter 15.34 of the Oakland Municipal Code) by submitting a Construction and Demolition Waste Reduction and Recycling Plan (WRRP) for City review and approval, and shall implement the approved WRRP. Projects subject to these requirements include all new construction, renovations/alterations/modifications with construction values of \$50,000 or more (except R-3 type construction), and all demolition (including soft demolition) except demolition of type R-3 construction. The WRRP must specify the methods by which the project will divert construction and demolition debris waste from landfill disposal in accordance with current City requirements. The WRRP may be submitted electronically at www.greenhalosystems.com or manually at the City's Green Building Resource Center. Current standards, FAQs, and forms are available on the City's website and in the Green Building Resource Center.	Prior to approval of construction-related permit	Public Works Department, Environmental Services Division	Public Works Department, Environmental Services Division
SCA UTILITIES-3: <i>Recycling Collection and Storage Space</i> (#84). The project applicant shall comply with the City of Oakland Recycling Space Allocation Ordinance (chapter 17.118 of the Oakland Planning Code). The project drawings submitted for construction-related permits shall contain recycling collection and storage areas in compliance with the Ordinance. For residential projects, at least two cubic feet of storage and collection space per residential unit is required, with a minimum of ten cubic feet. For nonresidential projects, at least two cubic feet of storage and collection space per 1,000 square feet of building floor area is required, with a minimum of ten cubic feet.	Prior to approval of construction-related permit	Bureau of Planning	Bureau of Building

STANDARD CONDITIONS OF APPROVAL – ENVIRONMENTAL PROTECTION MEASURES

16. Regulatory Permits and Authorizations from Other Agencies

Requirement: The project applicant shall obtain all necessary regulatory permits and authorizations from applicable resource/regulatory agencies including, but not limited to, the Regional Water Quality Control Board, Bay Area Air Quality Management District, Bay Conservation and Development Commission, California Department of Fish and Wildlife, U. S. Fish and Wildlife Service, and Army Corps of Engineers and shall comply with all requirements and conditions of the permits/authorizations. The project applicant shall submit evidence of the approved permits/authorizations to the City, along with evidence demonstrating compliance with any regulatory permit/authorization conditions of approval.

When Required: Prior to activity requiring permit/authorization from regulatory agency

Initial Approval: Approval by applicable regulatory agency with jurisdiction; evidence of approval submitted to Bureau of Planning

Monitoring/Inspection: Applicable regulatory agency with jurisdiction

17. Site Design Measures to Reduce Stormwater Runoff

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is Effective December 16, 2020 Page 43 encouraged to incorporate appropriate site design measures into the project to reduce the amount of stormwater runoff. These measures may include, but are not limited to, the following:

- a. Minimize impervious surfaces, especially directly connected impervious surfaces and surface parking areas;
- b. Utilize permeable paving in place of impervious paving where appropriate;
- c. Cluster structures;
- d. Direct roof runoff to vegetated areas;
- e. Preserve quality open space; and
- f. Establish vegetated buffer areas.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: N/A

18. Project-Specific Construction Noise Reduction Measures

Requirement: The project applicant shall submit a Construction Noise Management Plan prepared by a qualified acoustical consultant for City review and approval that contains a set of site specific noise attenuation measures to further reduce construction noise impacts on 2263 E 15th Street. The project applicant shall implement the approved Plan during construction.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

19. Exposure to Community Noise

Requirement: The project applicant shall submit a Noise Reduction Plan prepared by a qualified acoustical engineer for City review and approval that contains noise reduction measures (e.g., sound-rated window, wall, and door assemblies) to achieve an acceptable interior noise level in accordance with the land use compatibility guidelines of the Noise Element of the Oakland General Plan. The applicant shall implement the approved Plan during construction. To the maximum extent practicable, interior noise levels shall not exceed the following:

- a. 45 dBA: Residential activities, civic activities, hotels
- b. 50 dBA: Administrative offices; group assembly activities
- c. 55 dBA: Commercial activities
- d. 65 dBA: Industrial activities

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

20. Operational Noise

Requirement: Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of chapter 17.120 of the Oakland Planning Code and chapter 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

21. Vibration Impacts on Adjacent Structures or Vibration-Sensitive Activities

Requirement: The project applicant shall submit a Vibration Analysis prepared by an acoustical and/or structural engineer or other appropriate qualified professional for City review and approval that establishes pre-construction baseline conditions and threshold levels of vibration that could damage the structure and/or substantially interfere with activities located at 2263 E 15th Street. The Vibration Analysis shall identify design means and methods of construction that shall be utilized in order to not exceed the thresholds. The applicant shall implement the recommendations during construction.

When Required: Prior to construction

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

22. Construction Activity in the Public Right-of-Way**a. Obstruction Permit Required**

Requirement: The project applicant shall obtain an obstruction permit from the City prior to placing any temporary construction-related obstruction in the public right-of-way, including City streets, sidewalks, bicycle facilities, and bus stops.

When Required: Prior to approval of construction-related permit

Initial Approval: Department of Transportation

Monitoring/Inspection: Department of Transportation

b. Traffic Control Plan Required

Requirement: In the event of obstructions to vehicle or bicycle travel lanes, bus stops, or sidewalks, the project applicant shall submit a Traffic Control Plan to the City for review and approval prior to obtaining an obstruction permit. The project applicant shall submit evidence of City approval of the Traffic Control Plan with the application for an obstruction permit. The Traffic Control Plan shall contain a set of comprehensive traffic control measures for auto, transit, bicycle, and pedestrian accommodations (or detours, if accommodations are not feasible), including detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. The Traffic Control Plan shall be in conformance with the City's Supplemental Design Guidance for Accommodating Pedestrians, Bicyclists, and Bus Facilities in Construction Zones. The project applicant shall implement the approved Plan during construction.

Initial Approval: Department of Transportation

Monitoring/Inspection: Department of Transportation

c. Repair of City Streets

Requirement: The project applicant shall repair any damage to the public right-of way, including streets and sidewalks, caused by project construction at his/her expense within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to approval of the final inspection of the construction-related permit. All damage that is a threat to public health or safety shall be repaired immediately.

When Required: Prior to building permit final

Initial Approval: N/A

Monitoring/Inspection: Department of Transportation

PROJECT-SPECIFIC CONDITIONS OF APPROVAL

23. Project Traffic Consultant Review / TDM Measures

The applicant shall revise the Transportation Parking and Demand Management plan, for review and approval, to include the following:

- a. A description of the implementation monitoring plan. This plan shall include evaluations by a qualified traffic consultant to conduct on-site assessments six and twelve months after the start of the operation of the school, respectively. The required assessment shall determine if the approved project is operating according to the conditions of approval and traffic studies and has not resulted in any major adverse effects to the surrounding area. The methods to perform this assessment shall be submitted for review and approval by the City prior to the actual assessment activities.
- b. An on-site staff monitor who assures that the drop-off and pick-up only occur in the designated zone on E. 15th Street. The plan shall state when the staff shall actively monitoring the site.
- c. A statement in the parent's manual that adequately describes the drop-off and pick-up procedures and the car share and transit pass programs.
- d. A system, as approved by City Staff, to remind parents of the drop-off and pick-up policies, the ride sharing program, and transit pass programs.

When Required: Prior to approval of a building permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Planning

24. Additional Street Trees

The applicant shall submit plans, for review and approval, that include an additional street tree on the sidewalk near the entry of the school rear yard to the northeast corner of the building. In addition, the plans shall include two additional street trees on the sidewalk strips and on the sides of the existing parking lot driveway, located across E. 15th Street. The amount and number of street trees shall comply with the landscape requirements of Chapter 17.124 of the Planning Code. Specification of any street trees shall comply with the Master Street Tree List and Tree Planting Guidelines.

When Required: Ongoing

Initial Approval: NA

Monitoring/Inspection: Bureau of Planning

25. Trash Pick-Up

Staff of the school shall clear all trash in front of and within 300 feet of the site. This clean-up shall occur daily and be included in the written tasks required of janitorial or other staff.

When Required: Ongoing

Initial Approval: NA

Monitoring/Inspection: Bureau of Planning

Applicant Statement

I have read and accept responsibility for the Conditions of Approval. I agree to abide by and conform to the Conditions of Approval, as well as to all provisions of the Oakland Planning Code and Oakland Municipal Code pertaining to the project.

Name of Project Applicant

Signature of Project Applicant

Date

City of Oakland
Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612

NOTICE OF EXEMPTION

TO: Alameda County Clerk
1106 Madison Street
Oakland, CA 94612

Project Title: Conditional Use Permit for Community Education Civic Activity; and
Regular Design Review for site and building alterations

Case File No.: PLN22158

Project Applicant: 1445 23rd Avenue LLC

Project Location: 1453 23rd Avenue & 2280 E. 15th Street (parking lot)

Project Description: To establish and operate a 350-student, 31-staff member charter middle and high school within an existing building from Monday thru Friday, 8:00 am to 3:00 pm with afterschool activities, and weekend events. The project includes a third-story building addition toward the front of the building, exterior and interior building renovations and alterations, replacement of the rear parking lot with a schoolyard, and the conversion of an existing parking lot at 2280 E. 15th Street (across the street from the site) to school staff parking.

Exempt Status:

Statutory Exemptions

- ☐ Ministerial {Sec.15268}
- ☐ Feasibility/Planning Study {Sec.15262}
- ☐ Emergency Project {Sec.15269}
- ☐ Other: {Sec._____}

Categorical Exemptions

- ☐ Existing Facilities {Sec.15301}
- ☐ Replacement or Reconstruction {Sec.15302}
- ☐ Small Structures {Sec.15303}
- ☐ Minor Alterations {Sec.15304}
- ☐ In-fill Development {Sec. 15332}
- ☐ General Rule {Sec.15061(b)(3)}

Other

- ☒ Projects consistent with a community plan, general plan or zoning {Sec. 15181}
- ☒ Qualified Infill Exemption (Sec. 15183.3)
- ☒ Addendum (Sec. 15164)

Reasons why project is exempt: The school operation and site and building alterations are consistent with Sections listed above of the CEQA Guidelines and there are no special circumstances that exclude the use of this exemption.

Lead Agency: City of Oakland, Planning and Building Department, Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612

Department/Contact Person:

Phone: 510-238-6283

Signature (Robert D. Merkamp for Ed Manasse, Environmental Review Officer)

Date:

Pursuant to Section 711.4(d)(1) of the Fish and Game Code, statutory and categorical exemptions are also exempt from Department of Fish and Game filing fees.

***ENVIRONMENTAL DECLARATION**

(CALIFORNIA FISH AND GAME CODE SECTION 711.4)

LEAD AGENCY NAME AND ADDRESS

City of Oakland - Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612
Contact: Case Planner, Mike Rivera

FOR COUNTY CLERK USE ONLY

FILE NO: _____

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:

(PLEASE MARK ONLY ONE CLASSIFICATION)

1. NOTICE OF EXEMPTION / STATEMENT OF EXEMPTION

[☒] A - STATUTORILY OR CATEGORICALLY EXEMPT

\$ 50.00 - COUNTY CLERK HANDLING FEE

2. NOTICE OF DETERMINATION (NOD)

[☐] A - NEGATIVE DECLARATION (OR MITIGATED NEG. DEC.)

\$ 2,406.75 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

[☐] B - ENVIRONMENTAL IMPACT REPORT (EIR)

\$ 3,343.25 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

****A COPY OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH COPY OF AN ENVIRONMENTAL DECLARATION BEING FILED WITH THE ALAMEDA COUNTY CLERK.**

BY MAIL FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND TWO (2) SELF-ADDRESSED ENVELOPES.

IN PERSON FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND ONE (1) SELF-ADDRESSED ENVELOPE.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING.

FEES ARE EFFECTIVE JANUARY 1, 2020

MAKE CHECKS PAYABLE TO: ALAMEDA COUNTY CLERK

BAYTECH



Bay Area Technology School
8251 Fontaine St. Oakland CA, 94605
www.baytechschool.org | 1-800-741-BATS (2287)

RESOLUTION OF BAY AREA TECHNOLOGY SCHOOL BOARD OF DIRECTORS AUTHORIZING THE SUBMISSION OF A REQUEST FOR A MATERIAL REVISION TO ITS CHARTER PETITION TO MOVE ITS FACILITY LOCATION

WHEREAS, Bay Area Technology School (“BayTech” or the “Charter School”) is a California nonprofit public benefit corporation organized and operated exclusively for charitable purposes to manage, operate, guide, direct, and promote the Charter School in providing a rigorous college preparatory education curriculum emphasizing STEM, that equips students with the necessary skill sets to take on challenges and opportunities in the 21st century; and

WHEREAS, BayTech, Charter No. 0661, is authorized by the Oakland Unified School District (the “District”); and

WHEREAS, the Charter School’s current co-location with Rudsdale Continuation High School at 8251 Fontaine St., Oakland, CA 94605, is not an optimal location for a variety of reasons and is not in the best interest of the Charter School nor the District to remain co-located; and

WHEREAS, the Charter School seeks to move its facility to a new location, its “forever home” at the former Palace Theater in the Fruitvale neighborhood, located at 1445 23rd Avenue, Oakland, CA 94606; and

WHEREAS, the Charter School seeks to occupy the new site as of February 15th, 2025..

NOW, THEREFORE, BE IT RESOLVED that the BayTech Board of Directors hereby approves the submission of the charter material revision request to the District board.


AND BE IT FURTHER RESOLVED that the BayTech Board of Directors designates Seth Feldman, Executive Director, as the lead petitioner and delegates to him the authority to make any changes or revisions to the charter material revision request as may be necessary to comply with applicable legal requirements and/or District policies and procedures, and to take all steps necessary for approval of same.

#####

IN WITNESS WHEREOF, the BayTech Board of Directors has adopted the above resolution by the following vote at a regular meeting this 4th day of November of the year 2024.

AYES: Sewellyn Kaplan, Christina Filios Yiannakopoulos, Lily Bramble, Kevin Pardo, Dr. Moon Li

ABSENT: Gemeney Givens III, Shannon Ortland

By: 
Christina Filios Yiannakopoulos,
Board President

November 4th, 2024

6:00 Closed Session

6:30 Open Session

Meeting Location:

8251 Fontaine St.
Rm. 44
Oakland, CA 94605

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the *Rehabilitation Act of 1973* and the *Americans with Disabilities Act of 1990*, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Corporate Board of Directors, may request assistance by contacting Bay Area Technology School, 8251 Fontaine St. Oakland, CA, (510) 382-9932 or cemig@baytechschool.org

The public, including the public attending a teleconference location, are invited to address the Board regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Please turn in comment cards to the Board Secretary prior to the item you wish to speak on.

A. CALL TO ORDER -

- The meeting was called to order at 6:20pm by Filios Yiannakopoulos.

B. ROLL CALL -

- Sewellyn Kaplan, Christina Filios Yiannakopoulos, Lily Bramble, Kevin Pardo, and Dr. Moon Li

C. APPROVAL OF AGENDA for Special Board Meeting for November 4th, 2024.

- Bramble motioned to approve the Special Board Meeting for November 4th, 2024. The motion was seconded by Pardo. The motion was approved 5-0.

D. PUBLIC COMMENTS ON ITEMS ON THE AGENDA

- There were no public comments

E. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA

The public, including public attending a teleconference location, are invited to address the Board regarding items not listed on the agenda. No individual presentation shall be for more than one (1) minute, and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation. Please turn your comment card into the Board Secretary prior to this agenda item.

- There were no public comments

F. INFORMATION (I) / DISCUSSION (D) / ACTION (A) ITEMS

1.0 [Material Revision Resolution](#) (A)

Kaplan motion to approve, seconded by Bramble seconded the motion 5-0

G. ADJOURNMENT -

Kaplan motioned to adjourn the meeting at 6:29pm. The motion was seconded by Pardo. The motion was approved 5-0.

This agenda has been posted at the following locations;

- BayTech School Website: www.baytechschool.org
- On The School Board Meeting Bulletin Board at 8251 Fontaine Street Oakland, CA

If you need special assistance to attend the meeting, please notify Ms. Caitlin Emig by email, cemig@baytechschool.org or by phone, (510) 382-9932, to make arrangements and accommodate your disability.

72 Hours prior to each Board meeting, a copy of all available documents supporting the agenda items are available on The School Board Meeting Bulletin Board at 8251 Fontaine Street Oakland, CA and <https://www.baytechschool.org/o/baytech-charter-school/browse/165538>

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name:	<u>Bay Area Technology School</u>
(name continued)	
CDS #:	<u>01-61259-01106906</u>
Charter Approving Entity:	<u>Oakland Unified School District</u>
County:	<u>Alameda</u>
Charter #:	<u>0661</u>
Fiscal Year:	<u>2024-25</u>

(x) To the entity that approved the charter school:
2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____	Date: _____
Charter School Official (Original signature required)	
Print Name: <u>Seth Feldman</u>	Title: <u>Executive Director</u>

(x) To the County Superintendent of Schools:
2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____	Date: _____
Authorized Representative of Charter Approving Entity (Original signature required)	
Print Name: <u>Minh Co</u>	Title: <u>Accounting Manager</u>

For additional information on the BUDGET, please contact:

For Approving Entity:

Minh Co
Name
Accounting Manager
Title
510-879-1977
Telephone
minh.co@ousd.org
E-mail address

For Charter School:

Seth Feldman
Name
Executive Director
Title
800-741-2287
Telephone
sfeldman@baytechschool.org
E-mail address

() 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____	Date: _____
ACOE District Advisor	

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Bay Area Technology School

(name continued) _____

CDS #: 01-61259-01106906

Charter Approving Entity: Oakland Unified School District

County: Alameda

Charter #: 0661

Budgeting Period: 2024-25

This charter school uses the following basis of accounting:

☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	2,366,380.00	2,284,783.00		2,284,783.00
Education Protection Account State Aid - Current Year	8012	973,100.00	1,029,620.00		1,029,620.00
State Aid - Prior Years	8019	951,070.00	909,902.00		909,902.00
Transfer of Charter Schools in Lieu of Property Taxes	8096				0.00
Other LCFF Transfers	8091, 8097				0.00
Total, LCFF Sources		4,290,550.00	4,224,305.00	0.00	4,224,305.00
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290	147,880.00		475,004.00	475,004.00
Special Education - Federal	8181, 8182	36,790.00		40,475.00	40,475.00
Child Nutrition - Federal	8220				0.00
Donated Food Commodities	8221	175,000.00			0.00
Other Federal Revenues	8110, 8260-8299			171,761.00	171,761.00
Total, Federal Revenues		359,670.00	0.00	687,240.00	687,240.00
3. Other State Revenues					
Special Education - State	StateRevSE	268,170.00		259,469.00	259,469.00
All Other State Revenues	StateRevAO	1,148,112.00	443,852.00	1,097,172.00	1,541,024.00
Total, Other State Revenues		1,416,282.00	443,852.00	1,356,641.00	1,800,493.00
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	290,822.00	288,320.00		288,320.00
Total, Local Revenues		290,822.00	288,320.00	0.00	288,320.00
5. TOTAL REVENUES		6,357,324.00	4,956,477.00	2,043,881.00	7,000,358.00
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	1,720,170.00	1,110,006.00	425,383.00	1,535,389.00
Certificated Pupil Support Salaries	1200				0.00
Certificated Supervisors' and Administrators' Salaries	1300	329,640.00	196,134.00		196,134.00
Other Certificated Salaries	1900				0.00
Total, Certificated Salaries		2,049,810.00	1,306,140.00	425,383.00	1,731,523.00
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	251,810.00		184,285.00	184,285.00
Non-certificated Support Salaries	2200	138,650.00		121,750.00	121,750.00
Non-certificated Supervisors' and Administrators' Sal.	2300				0.00
Clerical and Office Salaries	2400	410,346.00	299,330.00	48,250.00	347,580.00
Other Non-certificated Salaries	2900	43,800.00	48,900.00		48,900.00
Total, Non-certificated Salaries		844,606.00	348,230.00	354,285.00	702,515.00

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	313,200.00	177,711.00	81,248.00	258,959.00
PERS	3201-3202	266,335.00	130,728.00	95,834.00	226,562.00
OASDI / Medicare / Alternative	3301-3302	114,678.00	61,491.00	35,046.00	96,537.00
Health and Welfare Benefits	3401-3402	330,298.00	0.00	339,488.00	339,488.00
Unemployment Insurance	3501-3502	13,978.00	7,233.00	4,737.00	11,970.00
Workers' Compensation Insurance	3601-3602	30,391.00	20,400.00	5,837.00	26,237.00
OPEB, Allocated	3701-3702				0.00
OPEB, Active Employees	3751-3752				0.00
Other Employee Benefits	3901-3902				0.00
Total, Employee Benefits		1,068,880.00	397,563.00	562,190.00	959,753.00
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	120,000.00	120,750.00		120,750.00
Books and Other Reference Materials	4200				0.00
Materials and Supplies	4300	130,900.00	116,420.00	21,025.00	137,445.00
Noncapitalized Equipment	4400	3,000.00	3,150.00	140,000.00	143,150.00
Food	4700	246,400.00		258,720.00	258,720.00
Total, Books and Supplies		500,300.00	240,320.00	419,745.00	660,065.00
5. Services and Other Operating Expenditures					
Subagreements for Services	5100				0.00
Travel and Conferences	5200	47,189.00	14,762.00	23,704.00	38,466.00
Dues and Memberships	5300	15,400.00	16,170.00		16,170.00
Insurance	5400	78,000.00	63,000.00		63,000.00
Operations and Housekeeping Services	5500	420,000.00	362,250.00		362,250.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	221,140.00	785,968.00	48,574.00	834,542.00
Transfers of Direct Costs	5700-5799				0.00
Professional/Consulting Services & Operating Expend.	5800	998,306.00	797,383.00	210,000.00	1,007,383.00
Communications	5900	42,560.00	44,100.00		44,100.00
Total, Services and Other Operating Expenditures		1,822,595.00	2,083,633.00	282,278.00	2,365,911.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Land and Improvements of Land	6100-6170				0.00
Buildings and Improvements of Buildings	6200				0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				0.00
Equipment	6400				0.00
Equipment Replacement	6500				0.00
Depreciation Expense (for full accrual basis only)	6900	51,450.00	89,565.00		89,565.00
Total, Capital Outlay		51,450.00	89,565.00	0.00	89,565.00
7. Other Outgo					
Tuition to Other Schools	7110-7143				0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0.00
All Other Transfers	7281-7299				0.00
Transfer of Indirect Costs	7300-7399				0.00
Debt Service:					
Interest	7438		465,872.00		465,872.00
Principal	7439				0.00
Total, Other Outgo		0.00	465,872.00	0.00	465,872.00
8. TOTAL EXPENDITURES		6,337,641.00	4,931,323.00	2,043,881.00	6,975,204.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.					

BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		19,683.00	25,154.00	0.00	25,154.00
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Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0.00
2. Less: Other Uses	7630-7699				0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		19,683.00	25,154.00	0.00	25,154.00
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	3,597,070.43	3,616,753.00		3,616,753.00
b. Adjustments/Restatements to Beginning Balance	9793, 9795	(0.43)			0.00
c. Adjusted Beginning Balance		3,597,070.00	3,616,753.00	0.00	3,616,753.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,616,753.00	3,641,907.00	0.00	3,641,907.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0.00
Stores	9712				0.00
Prepaid Expenditures	9713				0.00
All Others	9719				0.00
b. Restricted	9740				0.00
c. Committed					
Stabilization Arrangements	9750				0.00
Other Commitments	9760				0.00
d. Assigned					
Other Assignments	9780				0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	316,882.00	348,760.00		348,760.00
Unassigned / Unappropriated Amount	9790	3,299,871.00	3,293,147.00	0.00	3,293,147.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Bay Area Technology School
(name continued)
CDS #: 01-61259-01106906
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 0661
Fiscal Year: 2024-25

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	2,284,783.00		2,284,783.00	2,919,264.00	3,043,203.00
Education Protection Account State Aid - Current Year	8012	1,029,620.00		1,029,620.00	1,315,195.00	1,355,702.00
State Aid - Prior Years	8019	909,902.00		909,902.00	1,129,185.00	1,129,185.00
Transfers of Charter Schools in Lieu of Property Taxes	8096			0.00		
Other LCFF Transfers	8091, 8097			0.00		
Total, LCFF Sources		4,224,305.00	0.00	4,224,305.00	5,363,644.00	5,528,090.00
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V)	8290		475,004.00	475,004.00	44,860.00	46,206.00
Special Education - Federal	8181, 8182		40,475.00	40,475.00	153,474.00	158,078.00
Child Nutrition - Federal	8220			0.00		
Donated Food Commodities	8221			0.00		
Other Federal Revenues	8110, 8260-8299		171,761.00	171,761.00	196,374.00	202,265.00
Total, Federal Revenues		0.00	687,240.00	687,240.00	394,708.00	406,549.00
3. Other State Revenues						
Special Education - State	StateRevSE		259,469.00	259,469.00	322,391.00	332,064.00
All Other State Revenues	StateRevAO	443,852.00	1,097,172.00	1,541,024.00	1,295,438.00	1,326,800.00
Total, Other State Revenues		443,852.00	1,356,641.00	1,800,493.00	1,617,829.00	1,658,864.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	288,320.00		288,320.00	291,808.00	295,400.00
Total, Local Revenues		288,320.00	0.00	288,320.00	291,808.00	295,400.00
5. TOTAL REVENUES		4,956,477.00	2,043,881.00	7,000,358.00	7,667,989.00	7,888,903.00
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,110,006.00	425,383.00	1,535,389.00	1,636,750.00	1,701,742.00
Certificated Pupil Support Salaries	1200			0.00		
Certificated Supervisors' and Administrators' Salaries	1300	196,134.00		196,134.00	205,870.00	214,032.00
Other Certificated Salaries	1900			0.00		
Total, Certificated Salaries		1,306,140.00	425,383.00	1,731,523.00	1,842,620.00	1,915,774.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100		184,285.00	184,285.00	185,396.00	193,660.00
Non-certificated Support Salaries	2200		121,750.00	121,750.00	124,502.00	129,434.00
Non-certificated Supervisors' and Administrators' Sal.	2300			0.00		
Clerical and Office Salaries	2400	299,330.00	48,250.00	347,580.00	269,693.00	280,480.00
Other Non-certificated Salaries	2900	48,900.00		48,900.00	53,864.00	56,018.00
Total, Non-certificated Salaries		348,230.00	354,285.00	702,515.00	633,455.00	659,592.00

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	177,711.00	81,248.00	258,959.00	312,964.00	325,396.00
PERS	3201-3202	130,728.00	95,834.00	226,562.00	184,933.00	192,547.00
OASDI / Medicare / Alternative	3301-3302	61,491.00	35,046.00	96,537.00	86,255.00	89,759.00
Health and Welfare Benefits	3401-3402	0.00	339,488.00	339,488.00	310,057.00	318,139.00
Unemployment Insurance	3501-3502	7,233.00	4,737.00	11,970.00	11,340.00	11,581.00
Workers' Compensation Insurance	3601-3602	20,400.00	5,837.00	26,237.00	27,237.00	38,631.00
OPEB, Allocated	3701-3702			0.00		
OPEB, Active Employees	3751-3752			0.00		
Other Employee Benefits	3901-3902			0.00		
Total, Employee Benefits		397,563.00	562,190.00	959,753.00	932,786.00	976,053.00
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	120,750.00		120,750.00	132,082.00	137,365.00
Books and Other Reference Materials	4200			0.00		
Materials and Supplies	4300	116,420.00	21,025.00	137,445.00	162,418.00	168,914.00
Noncapitalized Equipment	4400	3,150.00	140,000.00	143,150.00	34,367.00	35,741.00
Food	4700		258,720.00	258,720.00	315,139.00	327,745.00
Total, Books and Supplies		240,320.00	419,745.00	660,065.00	644,006.00	669,765.00
5. Services and Other Operating Expenditures						
Subagreements for Services	5100			0.00		
Travel and Conferences	5200	14,762.00	23,704.00	38,466.00	46,854.00	48,729.00

Dues and Memberships	5300	16,170.00		16,170.00	19,696.00	20,484.00
Insurance	5400	63,000.00		63,000.00	76,738.00	79,808.00
Operations and Housekeeping Services	5500	362,250.00		362,250.00	460,132.00	470,537.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	785,968.00	48,574.00	834,542.00	709,592.00	709,976.00
Transfers of Direct Costs	5700-5799			0.00		
Professional/Consulting Services and Operating Expend.	5800	797,383.00	210,000.00	1,007,383.00	989,245.00	1,028,313.00
Communications	5900	44,100.00		44,100.00	53,717.00	55,866.00
Total, Services and Other Operating Expenditures		2,083,633.00	282,278.00	2,365,911.00	2,355,974.00	2,413,713.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
Land and Improvements of Land	6100-6170			0.00		
Buildings and Improvements of Buildings	6200			0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00		
Equipment	6400			0.00		
Equipment Replacement	6500			0.00		
Depreciation Expense (for full accrual only)	6900	89,565.00		89,565.00	127,937.00	127,937.00
Total, Capital Outlay		89,565.00	0.00	89,565.00	127,937.00	127,937.00
7. Other Outgo						
Tuition to Other Schools	7110-7143			0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00		
All Other Transfers	7281-7299			0.00		
Transfers of Indirect Costs	7300-7399			0.00		
Debt Service:						
Interest	7438	465,872.00		465,872.00	926,785.00	917,874.00
Principal	7439			0.00		
Total, Other Outgo		465,872.00	0.00	465,872.00	926,785.00	917,874.00
8. TOTAL EXPENDITURES		4,931,323.00	2,043,881.00	6,975,204.00	7,463,563.00	7,680,708.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		25,154.00	0.00	25,154.00	204,426.00	208,195.00

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979			0.00		
2. Less: Other Uses	7630-7699			0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		25,154.00	0.00	25,154.00	204,426.00	208,195.00
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	3,616,753.00		3,616,753.00	3,641,907.00	3,846,333.00
b. Adjustments to Beginning Balance	9793, 9795			0.00		
c. Adjusted Beginning Balance		3,616,753.00	0.00	3,616,753.00	3,641,907.00	3,846,333.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,641,907.00	0.00	3,641,907.00	3,846,333.00	4,054,528.00
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711			0.00		
Stores	9712			0.00		
Prepaid Expenditures	9713			0.00		
All Others	9719			0.00		
b. Restricted	9740			0.00		
c. Committed						
Stabilization Arrangements	9750			0.00		
Other Commitments	9760			0.00		
d. Assigned						
Other Assignments	9780			0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	348,760.00		348,760.00	373,178.00	384,035.00
Undesignated / Unappropriated Amount	9790	3,293,147.00	0.00	3,293,147.00	3,473,155.00	3,670,493.00

BAYTECH



Bay Area Technology School
8251 Fontaine St. Oakland CA, 94605
www.baytechschool.org | 1-800-741-BATS (2287)

Per the communications with the Office of Charter Schools and the fact that the site is an active construction site, a walkthrough was not required to be completed.

Bay Area Technology School Community Impact Questionnaire (CIQ)

1. Previous Community Engagement - need more info on exact engagement and if there was bilingual translation or who attended

Describe and provide evidence of previous community engagement activities within the target community in which the charter school seeks to locate or expand, including, but not limited to, engagement with the following stakeholder groups:

BayTech initiated community outreach for the Palace Theater neighborhood beginning in January 2023 when the building was purchased. As a part of the New Market Tax Credits process, in which BayTech is involved with Wells Fargo, Local Initiatives Support Corporation (LISC), Raza Community Development Fund and Pacific Charter Development Center, BayTech was required to complete an extensive process of gathering community feedback from the surrounding community of the new building along with engagements of our current parents and students, which are noted below.

On the personal neighborhood level, shortly after Bay Tech purchased the Palace theater, our Director of External Relations went into action. She walked the neighborhood meeting and greeting residents and passing out flyers detailing aspects of the proposed renovation. Feedback about the condition of the neighborhood with respect to trash and vagrants was communicated to local officials who responded with a clean-up effort removing abandoned vehicles and relocation of vagrants from the building entrance.

Additional engagement notices were sent to owners and residents within a 300' radius inviting them to our December 1st, 2022 held on GoogleMeet at 5pm and provided information regarding the proposed project including contact information, concept plan for site development. Both online and phone attending options were provided and spanish translation was provided by BayTech staff. Attendees included:

- Representative Noel Gallo
- Amber Blackwell, Higher Ground Neighborhood Development Corporation
- Cathy DeForest, Vision Quilt
- Neil Gray, Zoning Area Supervisor, D1, D3 & D4
- Rashad Armstead, Crave Restaurant Group
 - Owner of 1430 23rd Ave, Oakland, CA 94606 at the time of engagement
- Jennifer Afdahl Rice, Pacific Charter School Development
- Mary Grace Houlihan, Pacific Charter School Development
- Mike Rivera, City Planner III, D1, D3 & D4
- Marty Hochroth, Artik Art & Architecture
- Michele Clark, Youth Employment Partnership
- BayTech Parents:



- G. Sanchez
- C. White
- BayTech Staff:
 - Cesley Frost
 - Ryan Hughes
 - Dr. Seth Feldman
 - Dalia Buenrostro - Spanish Translation

At this meeting, the attendees during the question and answer portion requested more information on how they can help support the project. Representative Gallo spoke and thanked everyone in attendance for their support of the students in the community. He expressed that he knows BayTech very well and gives his full support to the Palace Theater Redevelopment Project and the relocation of BayTech. He added that having grown up on 23rd Avenue in Oakland, the presence of BayTech in the area that he represents would make a difference and improvement to serve the children, specifically the middle & high school students. Additionally, he stated "I welcome you and I thank you for your leadership with that site to develop and continue to grow our students during their high school and middle school years." Michele from YEP stated, "we are extremely excited for any positive activities for young people and feel that BayTech represents that. We support your moving to the neighborhood and this will further provide access to so many wonderful programs for these students." Mr. Sanchez, a BayTech Parent of a 6th grade student expressed, "We live by the Zoo, but are very committed to the school and want to thank Mr. Feldman has demonstrated through certain circumstances from this year, that he's really shown up for the kids and showed up for the community and I fully support the move that they plan to make to the Fruitvale area." Mary Grace Houlihan, the project manager from Pacific Charter School Development Center, closed the meeting by inviting people if they have any questions or would like to learn more about the project to reach out to her or BayTech and provide the relevant contact information for people to do so.

Additional meetings were held with community groups including:

- Survivor Sound
 - E 14th St. & 23rd Ave, Oakland
- Youth Employment Partnership
 - 2300 International Boulevard
- Community School for Creative Education
 - 2111 International Blvd

BayTech representatives also engaged with the City Council representative for the area and did a door to door meet and greet with the local businesses. BayTech representatives also met with community organizations that have offices located within a 3 block radius of the new building on the same block to discuss the project and provide a

forum for input. BayTech representatives participated in the Neighborhood Residents and community monthly meeting group, opening lines of communication for input. Partnership with the community youth groups and support groups will continue as part of the BayTech community collaboration once the new building is occupied.

BayTech representatives also attending the following community meetings

- San Antonio Neighborhood Coalition Meeting
 - February 25th, 2023 @ 10:30am
 - March 16th, 2023 @ 5:00pm
 - March 30th, 2023 @ 5:00pm
 - April 13th, 2023 @ 5:00pm
 - April 27th, 2023 @ 5:00pm
 - May 11th, 2023 @ 5:00pm
 - June 1st, 2023 @ 5:00pm
 - August 26th, 2023 @ 10:00am
- East 15th Street Town Hall
 - May 13th, 2023 @ 10:30am
- Friends of San Antonio Park Events:
 - June 2nd, 2023 @ 4:30pm

Our community engagement process also involved consulting several leaders from diverse groups, including government, churches and local leaders and residents including those listed below. BayTech organized meetings where these community leaders could share their insights and concerns, some of whom are listed below. The feedback was overwhelmingly positive; everyone expressed excitement about the proposed project to renovate the Palace Theater into a school. Leaders appreciated how the initiative would not only preserve a historic landmark but also revitalize the community by providing educational opportunities. The outcome of this collaboration resulted in elected official, governmental and community support from the following leaders and organizations.

BayTech engaged in communications with community leaders and members during the 2022-2023 School Year including:

- School Board Directors:
 - Kyra Mungia
 - Mike Hutchinson
 - Gary Yee
 - VanCedric Williams
 - Amiee Eng
 - Sam Davis
 - Clifford Thompson
- Oakland City Council Representatives:

- Noel Gallo
- Treva Reed
- Nikki Fortunato Bas
- Alameda County Board of Supervisors - Supervisor Lena Tam
- Oakland Chinatown Improvement Council - Stewart Chen
- Former Oakland Mayor - Libby Schaff
 - Schaff was the Mayor of Oakland during this time
- United States Coast Guard
- Zymbolic LLC
- Families in Action for Quality Education (FIA)
- Coaching Corps (California Interscholastic Federation)
- Unity Council

Additional community outreach involved visiting local churches & local schools and providing flyers for distribution to congregations and families. BayTech also visited the below organizations on January 25th, 2024:

- Local Churches
 - St. Elizabeth Parish
 - 1500 34th Ave, Oakland CA 94601
 - St. Anthony's
 - 1535 16th Ave, Oakland CA 94606
 - 23rd Ave Church of God
 - 1940 23rd Ave., Oakland CA 94606
 - Bible Fellowship Missionary Baptist Church
 - 1520 8th Ave., Oakland 94606
 - Regeneration Church
 - 238 E 15th St. Oakland, CA 94606
- Local Charter Schools
 - Community School for Creative Education (K-8th)
 - 2111 International Blvd, Oakland, CA 94606
 - Achieve Academy (K-5) - also a feeder school - yes
 - 1700 28th Ave, Oakland, CA 94601
 - Lazear Charter Academy (K-8) - yes
 - 824 29th Avenue, Oakland, CA 94601
 - Learning Without Limits - Education for Change School (K-5) - yes
 - 2035 40th Ave, Oakland, CA 94601
 - Aspire Triumph Technology Academy (K-5) - yes
 - 3200 62nd Ave, Oakland, CA 94605
 - Urban Montessori Charter School (K-8)
 - 4551 Steele St. Oakland, CA 94619
 - AIMS College Prep (K-8)
 - 171 12th St., Oakland, CA 94607

Advertisement about the new location was communicated on Facebook, Instagram, Parent Square, and billboards and signage at the site.

The enthusiastic support from our community outreach efforts underscores the importance of collaboration, and we're committed to incorporating their further suggestions as we move forward with this transformative project.

Describe what means of communication have been used to reach the described stakeholders as well as the feedback and outcomes of the outreach and engagement efforts. Include documentation such as multilingual notices/flyers, presentation materials, meeting agendas, sign-in sheets, etc.

BayTech has created and emailed & hand delivered flyers as noted above to the local community members to inform them about the project. Additionally, these flyers have been given to current BayTech Families along with surveys and meetings in which parents were able to provide feedback regarding the project. Our current population expressed a strong desire to move to the new site after the September, 28th, 2022 shooting on campus through our surveys.

Our parents were also able to provide feedback during our Advocacy and Community Engagement meetings which were held on the below dates.

- February 15th, 2023 @ 5:00pm
 - In-person or via Zoom
 - Spanish Translation provided
- February 1st, 2023 @ 10:00am
 - In-person or via Zoom
 - Spanish Translation provided
- January 18th, 2023 @ 5:00pm
 - In-person or via Zoom
 - Spanish Translation provided
- January 4th, 2023 @ 10:00am
 - In-person or via Zoom
 - Spanish Translation provided
- December 7th, 2022 @ 10:00am
 - In-person or via Zoom
 - Spanish Translation provided
- November 16th, 2022 @ 5:00pm
 - In-person or via Zoom
 - Spanish Translation provided
- November 3rd, 2022 @ 10am
 - In-person or via Zoom
 - Spanish Translation provided

Notifications of these meetings were send to families via ParentSquare on the following dates:

- February 15th, 2023 @ 5:00pm meeting notifications:
 - 2/6/2023 @ 9:00am
 - 2/7/2023 @ 9:00am
 - 2/8/2023 @ 9:00am
 - 2/9/2023 @ 9:00am
 - 2/10/2023 @ 9:00am
 - 2/13/2023 @ 9:00am
 - 2/14/2023 @ 9:00am
 - 2/15/2023 @ 9:00am & 2:21pm
- February 1st, 2023 @ 10:00am meeting notifications:
 - 1/30/2023 @ 9:00am
 - 1/31/2023 @ 9:00am
 - 2/1/2023 @ 9:00am
- January 18th, 2023 @ 5:00pm meeting notifications:
 - 1/11/2023 @ 3:00pm
 - 1/12/2023 @ 3:00pm
 - 1/13/2023 @ 3:00pm
 - 1/17/2023 @ 3:00pm
 - 1/18/2023 @ 3:00pm
- January 4th, 2023 @ 10:00am meeting notifications:
 - 12/14/2022 @ 9:00am
 - 1/2/2023 @ 9:00am
 - 1/3/2023 @ 9:00am
 - 1/4/2023 @ 9:00am
- December 7th, 2022 @ 10:00am meeting notifications:
 - 11/18/2022 @ 9:44am
 - 11/28/2022 @ 9:00am
 - 11/30/2022 @ 9:00am
 - 12/1/2022 @ 9:00am
 - 12/5/2022 @ 9:00am
 - 12/6/2022 @ 9:00am
 - 12/7/2022 @ 9:00am
- November 16th, 2022 @ 5:00pm meeting notifications
 - 11/9/2022 @ 12:00pm
 - 11/10/2022 @ 11:00am
 - 11/11/2022 @ 11:00am
 - 11/14/2022 @ 11:00am
 - 11/15/2022 @ 11:00am

- 11/16/2022 @ 11:00am
- November 3rd, 2022 @ 10am meeting notifications:
 - 10/26/2022 @ 11:04am
 - 10/27/2022 @ 8:30am
 - 10/28/2022 @ 8:30am
 - 11/1/2022 @ 9:00am
 - 11/2/2022 @ 9:00am
 - 11/3/2022 @ 9:00am

Additionally, BayTech conducted a Parent Survey on October 4th, 2022 after the September 28th, 2022 shooting gathering 139 responses. Of those responses 85% of families were concerned with campus safety and supported the decision to relocate to a new campus. BayTech also held a community meeting which included Oakland Police Department and representatives from Oakland Unified School District with regards to the shooting and the overwhelming response of BayTech families was that relocation is a top priority, hence the purchase and Material Revision request for relocation.

2. Enrollment

What are the enrollment trends of existing schools within the target community, and how does the proposed school's enrollment capacity and/or location change take these trends into account? What do you anticipate will be the impact on enrollment at surrounding public schools? Which, if any, schools would you expect to be impacted?

We have included enrollment trend data (see below) from the California Department of Education relative to the neighborhood schools in District 5 and specifically data from Roosevelt Middle that is in close proximity to the Palace Theater location. Reflecting on the enrollment trends it appears that all the schools included in the sample have had stable enrollment for the last seven years with the exception of Fremont High that has had somewhat elevated enrollment for the last three years. We have concluded, based on this data, that Bay Tech's location in District 5 would have little to no impact on enrollment at the neighborhood schools.

[Enrollment trends included on the next page]



Enrollment Trend Data – District 5 Neighborhood Schools

Enrollment Multi-Year Summary by Grade

Bay Area Technology Report (01-61259-0106906)

+ [Report Description](#)

+ [Report Options and Filters](#)

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2023-24	309	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	8.1%	14.6%	17.8%	0.0%	12.3%	12.9%	18.1%	16.2%	0.0%
2022-23	349	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	14.3%	16.6%	14.9%	0.0%	14.9%	15.8%	16.0%	7.4%	0.0%
2021-22	339	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	16.5%	13.9%	14.7%	0.0%	19.8%	17.4%	9.4%	8.3%	0.0%
2020-21	353	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	14.7%	15.6%	16.4%	0.0%	20.4%	11.6%	11.9%	9.3%	0.0%
2019-20	289	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	18.0%	15.9%	18.0%	0.0%	13.8%	12.5%	13.1%	8.7%	0.0%
2018-19	299	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.4%	16.7%	16.7%	0.0%	15.1%	13.7%	10.7%	11.7%	0.0%
2017-18	322	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.2%	17.7%	14.6%	0.0%	15.2%	13.0%	14.0%	10.2%	0.0%

Urban Promise Academy Report (01-61259-6118657)

+ [Report Description](#)

+ [Report Options and Filters](#)

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2023-24	371	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.2%	33.4%	33.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2022-23	367	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	34.1%	33.5%	32.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021-22	371	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.7%	33.2%	33.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2020-21	379	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.0%	34.3%	32.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2019-20	375	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.3%	33.6%	33.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2018-19	370	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	34.6%	33.0%	32.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2017-18	372	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.3%	33.3%	33.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%



United for Success Academy Report (01-61259-0112763)

[+ Report Description](#)

[+ Report Options and Filters](#)

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2023-24	356	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	32.9%	34.3%	32.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2022-23	370	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.8%	32.2%	37.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021-22	383	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	35.0%	35.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2020-21	385	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	34.8%	34.3%	30.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2019-20	375	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.2%	29.1%	35.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2018-19	370	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	31.9%	34.6%	33.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2017-18	359	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.9%	34.3%	29.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Roosevelt Middle Report (01-61259-6057087)

[+ Report Description](#)

[+ Report Options and Filters](#)

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2023-24	551	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	29.0%	33.0%	37.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2022-23	593	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.7%	34.6%	34.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2021-22	571	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	34.2%	32.9%	32.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2020-21	615	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	32.7%	31.7%	35.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2019-20	595	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	31.3%	35.6%	33.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2018-19	568	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.9%	31.5%	32.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2017-18	548	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	34.9%	33.4%	31.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Fremont High Report (01-61259-0125716)

[+ Report Description](#)

[+ Report Options and Filters](#)

Academic Year	Total	Grade TK	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Ungr Elem	Grade 9	Grade 10	Grade 11	Grade 12	Ungr Sec
2023-24	1,186	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	28.2%	28.6%	23.6%	19.6%	0.0%
2022-23	1,146	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	29.6%	28.1%	22.1%	20.2%	0.0%
2021-22	1,052	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.5%	25.3%	24.7%	19.5%	0.0%
2020-21	927	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	27.7%	29.8%	24.8%	17.7%	0.0%
2019-20	841	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	28.5%	27.6%	23.4%	20.5%	0.0%
2018-19	771	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	25.8%	29.8%	24.4%	20.0%	0.0%
2017-18	827	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.1%	28.8%	23.5%	17.7%	0.0%

3. Existing Services, Programs and Academic Offerings

What are the unique features of your school? Discuss the extent to which the features of the proposed charter school would or would not duplicate existing public school services, academic offerings, and programmatic offerings within the target community. What impact do you anticipate on any duplicative existing public school programs?

In the Region 5 neighborhood, Bay Tech offers a unique educational experience in that we are a 6th-12th grade level school. Students have the opportunity to attend Bay Tech through the middle school and high school years to take advantage of a comprehensive and coordinated curriculum, familiar school environment, exceptionally high levels of personalized education, college going culture and the ability to be in a place where “everyone knows your name, your grades and your college of choice”. There are multiple examples of the transformative power of this level of coordinated and comprehensive attention and mentorship. The evidence is clear that the longer a student stays at Bay Tech the higher they achieve.

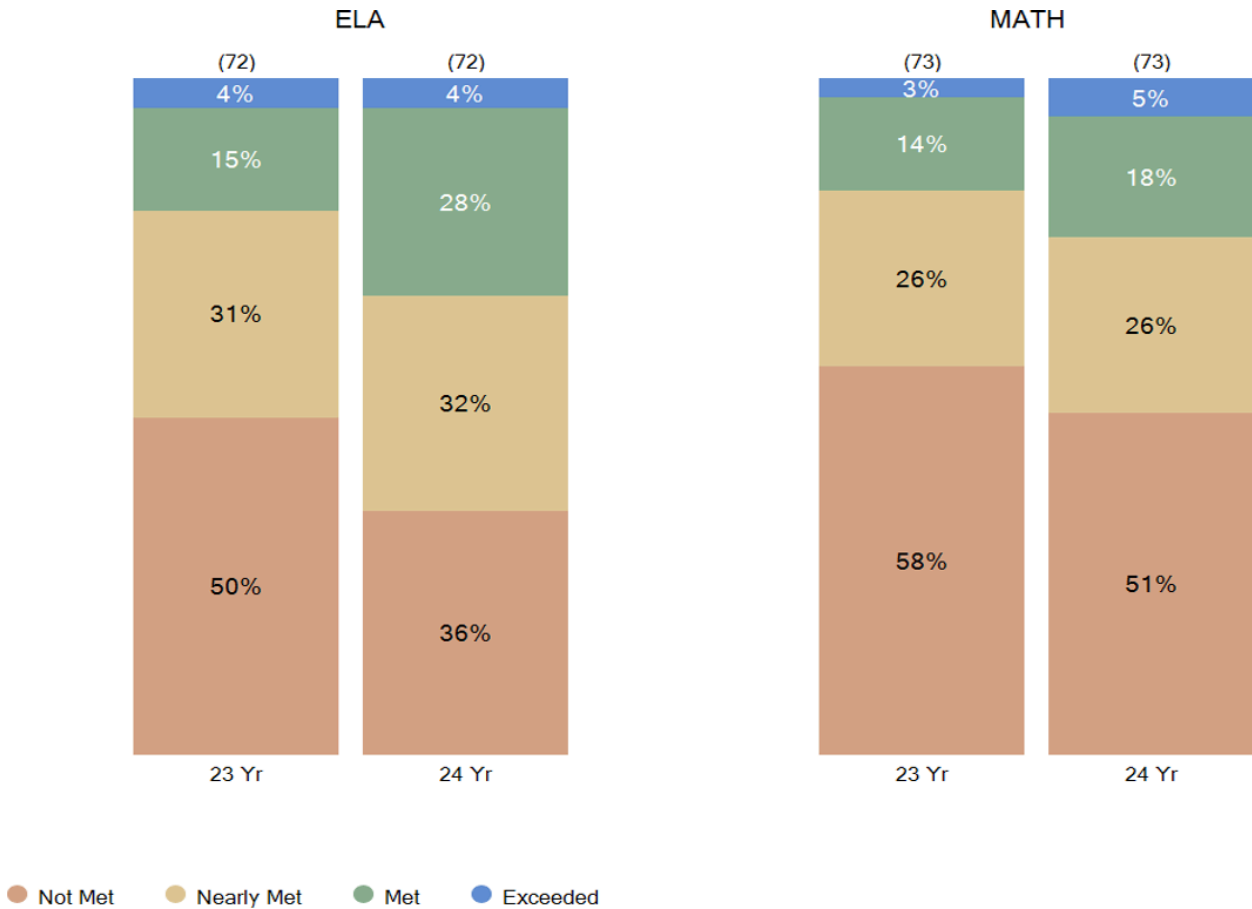
An example of the longitudinal academic growth is this “All Grades Matched Cohorts” data representing SBAC achievement included below. Note the change from year to year – the increase in blue (above grade level), green (at grade level) and yellow (below grade level) and the decrease in red (far below grade level). This robust and powerful set of data demonstrates the academic growth of cohorts of students over their time at BayTech.

[SBAC Cohort Data begins on the next page]

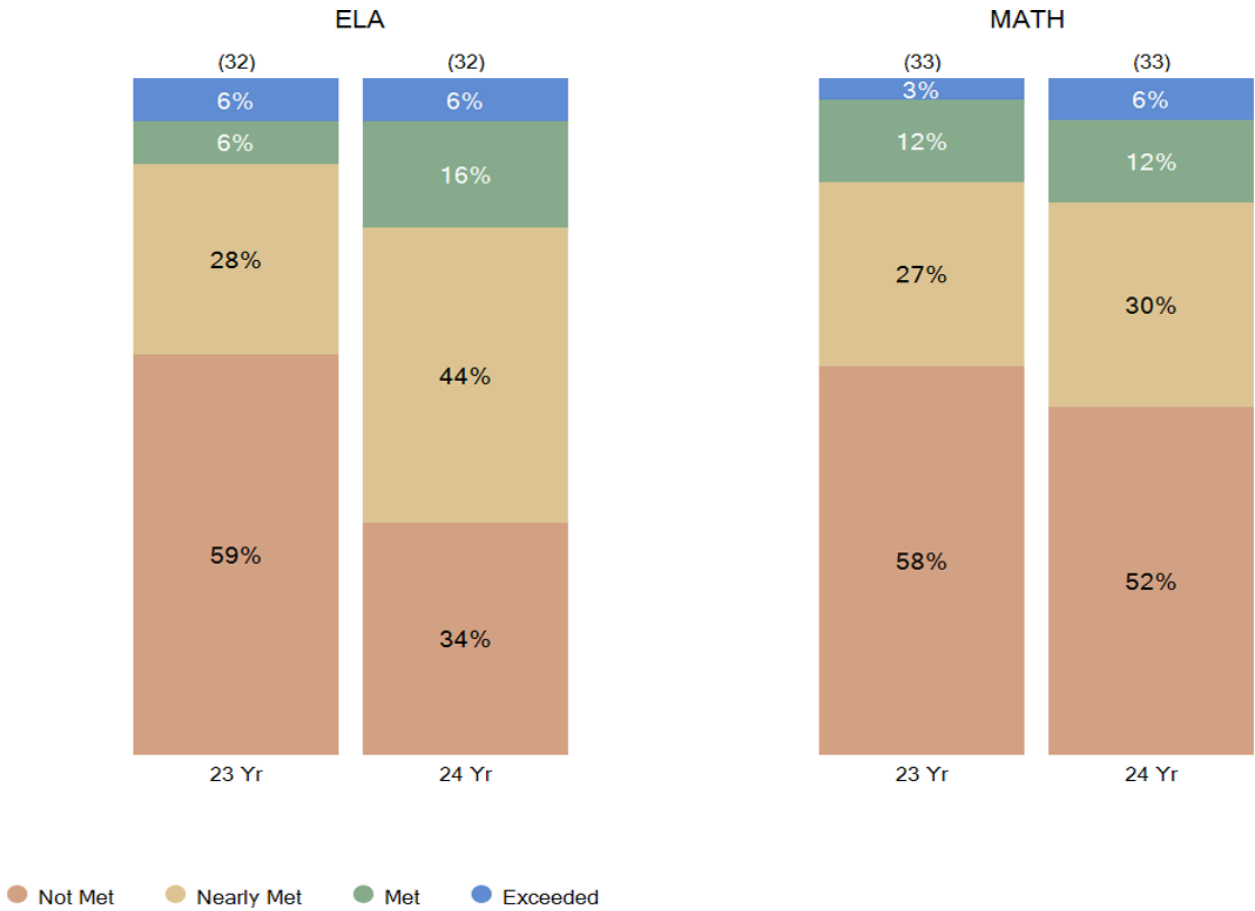


All Grades MATCHED COHORT:

Each bar shows the percentage of students at each achievement level. Each block of years is a COHORT, showing the exact same set of students over time.

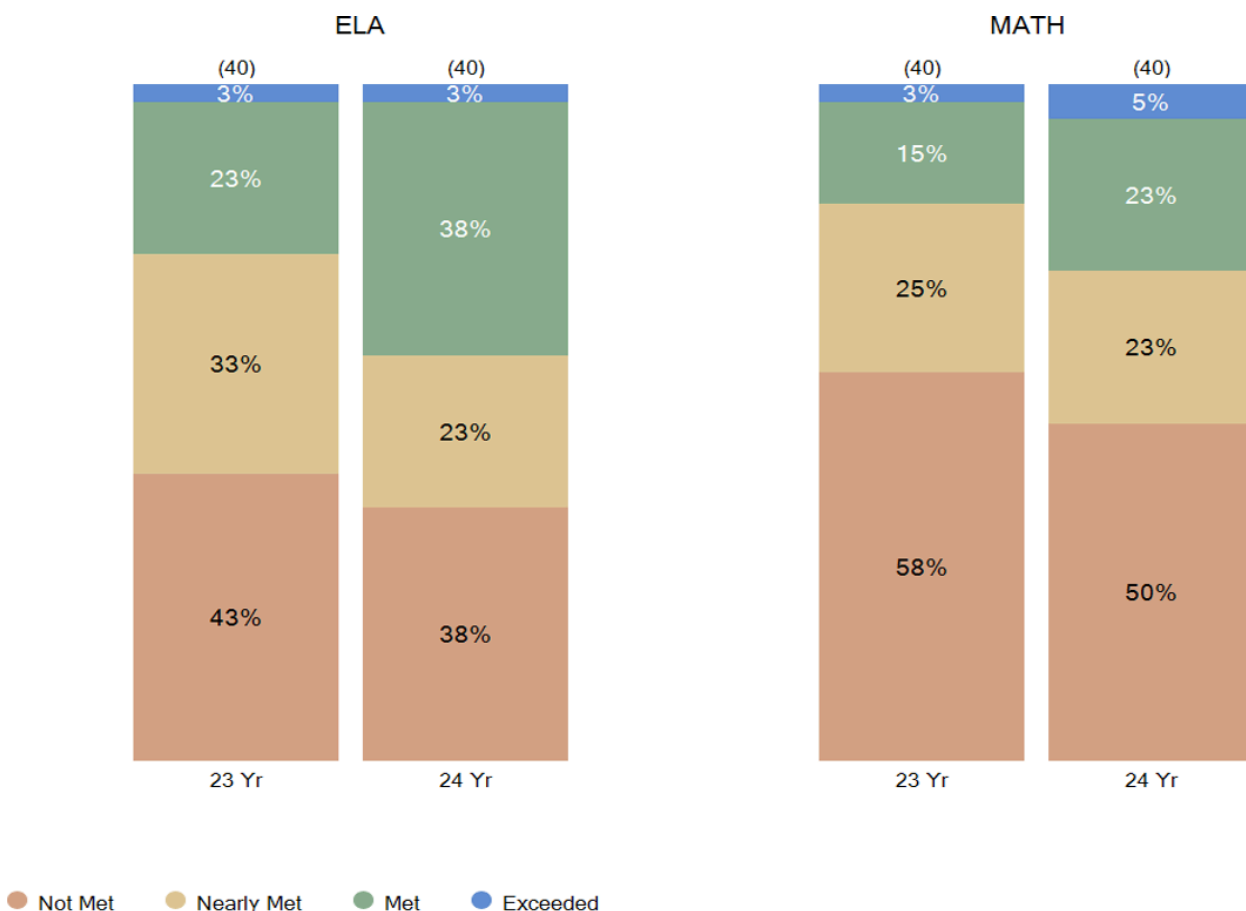


Tested Grade 7 MATCHED COHORT:





Tested Grade 8 MATCHED COHORT:



Another example of the effectiveness of attendance at a 6th-12th grade school, is student A who entered Bay Tech in grade 6 and is currently in grade 11. As a 6th grader, this student was achieving far below basic on state and local measures, had very limited academic skills, had no scholarly habits and lacked self-confidence. Today he is the Bay Tech Ambassador that greets guests and represents the school at community events. His schedule of classes includes Advanced Placement (AP) English and Statistics. He is actively exploring colleges and is thriving in the Bay Tech environment. There are many more students with a similar story.

No other school in District 5 offers the opportunity for students to have a coordinated and comprehensive 6th through 12th grade experience. Other advantages and unique features of BayTech that are not currently offered in the surrounding area:



- Daily School wide Reading Period where students get to read individually with their instructor, answer comprehension questions and receive one on one feedback
- Four Times weekly, schoolwide remediation/acceleration using computer assisted technology to provide individualized lessons in ELA and Mathematics based on assessed needs through three diagnostic assessments given annually
- Schoolwide Parent Teachers conferences twice each semester
- Daily transportation for identified chronically absent students to assure they arrive at school daily
- College Going Culture support by field trips to college campuses
- High School 100% A-G completion rate
- High School 93+% graduation rate
- High School 100% acceptance rate at CSU and UC institutions for those that apply
- High School personalized, one on one academic counseling and support with the application process, school selection and essay writing.
- Annual school wide Science Fair
- Twice monthly Saturday School for credit recovery and homework completion
- Access to Edmentum for online college classes and credit recovery
- Four Week credit recovery summer school for high school
- Camp BayTech Summer Start - week long summer camp for incoming 6th grade students for orientation

4. Academic Performance

What are the current academic performance levels of existing public schools in the target community, and why do you believe a new charter school and/or expansion or relocation is justified to support increased student achievement? What will make the proposed charter school more successful at addressing the needs of the community than neighboring schools? How will the proposed charter work to meet the needs of specific student groups, including students with mild, moderate, and severe disabilities and newcomer and English learner groups?

Comparative data (see below) emphasizes the similarities and differences between Bay Tech and the District 5 neighborhood schools. BayTech's presence at the Palace Theater location can only serve to strengthen the educational community and support increased academic achievement. Please note Bay Tech's students' strong achievement in ELA (yellow) and Mathematics (Orange). It should also be noted that Bay Tech is serving the largest percentage (18.62%) of special education students.

Comparison California Dashboard Data (23-24) with Neighborhood Schools



School	Bay Area Technology	Fremont High	Urban Promise	United for Success	Roosevelt Middle
Grades	6-12	9-12	6-8	6-8	6-8
Enrollment	349	1146	367	370	593
Soc/Econ	83.7%	97%	97.5%	95.9%	95.1%
EL	25.5%	56.2%	58.9%	57.6%	39.5%
SPED Enrollment	65 18.62%	141 12.3%	46 12.53%	35 0.09%	100 16.8%
ELA	Yellow 55.1 points below standard Increased 10.4 Points	Red 177.1 points below standard Declined 23.4 Points	Red 79.6 points below standard Maintained -2.6 Points	Red 98.3 points below standard Declined 14.2 Points	Orange 67.4 points below standard Declined 13.5 Points
Math	Orange 117.7 points below standard Increased 13.9 Points	Red 251.7 points below standard Declined 4.6 Points	Red 119.4 points below standard Declined 8.6 Points	Red 153.9 points below standard Declined 9.9 Points	Orange 89.2 points below standard Declined 20.5 Points
EL Progress	Red 29% making progress Declined 26.7%	Red 32.4% making progress Declined 3.6%	Green 61.9% making progress Increased 2.3%	Green 46.5% making progress Increased 3.2%	Orange 48.5% making progress Declined 9%
Graduation Rate	93.1%	77.2%	NA	NA	NA

Analysis of additional comparison data included below, shows that on a school wide basis, Bay Tech students are out performing their counterparts in the targeted school area. At the high school level, Bay Tech 11th grade students are achieving at significantly higher levels than students at Fremont High. Of the comparison Middle Schools, Bay Tech is the highest performer on a school wide basis.

Comparison CAASPP Data (23-24) with Neighborhood Schools

School	Bay Area Technology High School	Fremont High	Bay Area Technology Middle School	Urban Promise Middle	United for Success Middle	Roosevelt Middle
ELA % that meet or exceeded standard	39.62% Grade 11	11.98% Grade 11	Grade 6-14.81%	Grade 6-19.49%	Grade 6-14.86%	Grade 6-17.81%
			Grade 7-19.51%	Grade 7-20.34%	Grade 7-22.12%	Grade 7-21.12%
			Grade 8-37.25%	Grade 8-27.35%	Grade 8-9.01%	Grade 8-23.16%
			School wide: 23.85% (estimate)	School wide: 22.38%	School wide: 14.87%	School wide: 20.87%
Math % that meet or exceeded standard	7.27% Grade 11	0.91% Grade 11	Grade 6-14.81%	Grade 6-11.29%	Grade 6-9.31%	Grade 6-13.04%
			Grade 7-16.66%	Grade 7-5.93%	Grade 7-14.41%	Grade 7-19.27%
			Grade 8-23.53%	Grade 8-12.7%	Grade 8-5.26%	Grade 8-16.27%
			School wide: 18.33% (estimate)	School wide: 10.05%	School wide: 9.31%	School wide: 16.21%

Below are further demographic and state testing comparisons to the schools within the closest proximity to the new site.

Comparison to Roosevelt Middle School

- Socioeconomically Disadvantaged Population:
 - Roosevelt: 95.1%
 - BayTech: 83.7%
- English Language Learners Population:
 - Roosevelt: 39.5%
 - BayTech: 25.5%
- Special Education Population:
 - Roosevelt: 19.4%
 - BayTech: 16.3%

Comparison to Fremont High

- Graduation Rate:
 - Fremont: 76%
 - BayTech: 100%
- A-G Completion Rate:
 - Fremont: 63.7%
 - BayTech: 96.2%
- Cohort Dropout Rate:
 - Fremont: 21.3%
 - BayTech: 7.1%
- Socioeconomically Disadvantaged Population:
 - Fremont: 99.4%
 - BayTech: 83.7%
- English Language Learners Population:
 - Fremont: 54.4%
 - BayTech: 25.5%
- Special Education Population:
 - Fremont: 14.2%
 - BayTech: 16.3%

CAASPP Scores 2022-2023 School Year - High School Comparison

- ELA
 - Standard Exceeded:
 - Fremont: 0%
 - BayTech: 1.92%
 - Standard Met:
 - Fremont: 12.78%

- BayTech: 32.69%
 - Standard Nearly Met:
 - Fremont: 18.89%
 - BayTech: 28.85%
 - Standard Not Met:
 - Fremont: 65.56%
 - BayTech: 26.92%
- Math
 - Standard Exceeded:
 - Fremont: 0%
 - BayTech: 1.92%
 - Standard Met:
 - Fremont: 1.6%
 - BayTech: 3.85%
 - Standard Nearly Met:
 - Fremont: 7.49%
 - BayTech: 28.85%
 - Standard Not Met:
 - Fremont: 90.91%
 - BayTech: 65.38%

CAASPP Scores 2022-2023 School Year - Middle School Comparison

- ELA
 - Standard Exceeded:
 - Roosevelt: 5.88%
 - BayTech: 7%
 - Standard Met:
 - Roosevelt: 18.98%
 - BayTech: 23%
 - Standard Nearly Met:
 - Roosevelt: 26.94%
 - BayTech: 30%
 - Standard Not Met:
 - Roosevelt: 48.20%
 - BayTech: 42%
- Math
 - Standard Exceeded:
 - Roosevelt: 10.07%
 - BayTech: 3%
 - Standard Met:
 - Roosevelt: 11.19%
 - BayTech: 8%

- Standard Nearly Met:
 - Roosevelt: 25.37%
 - BayTech: 29%
- Standard Not Met:
 - Roosevelt: 53.36%
 - BayTech: 61%

5. Facilities

Describe the facilities plan for the proposed charter school including, but not limited to, steps taken to research and/or secure facilities within the proposed community, and how the facilities plan serves the interests of the entire community. Your response must include the following:

- **Specific steps taken to research and secure a private site (if applicable)**
- **Description and documentation of any identified private site's ability to legally accommodate the school's proposed enrollment for all years of the charter term.**

BayTech spent over two years looking for a permanent home for BayTech and within that time frame a year of also working with Pacific Charter School Development (PCSD) to secure a building that was able to be converted or inhabited by a school. We found the property on 1445 23rd Ave, Oakland CA 94606 in June of 2021 which was already zoned for a school and received the needed permits to turn this property into our new campus. In consultation with PCSD, this site was determined to be an adequate site for renovation and conversion into a school.

Based on the permits and fire marshall regulations, the maximum student capacity of the building is 350 students. Given that there are no future plans at this time to alter the building structure within the next year, the building will be able to legally accommodate our projected maximum enrollment.

Does the school intend to submit a Prop 39 request for District facilities at any point during the proposed charter term? If so, what neighborhood or specific sites does the school intend to request?

Pending the approval of the Material Revision, BayTech does not plan to apply for Prop 39 if the Material Revision is approved.

Join us for an Online Community Information Meeting to present the
Redevelopment of the Palace Theater

Thursday December 1, 2022 5pm

RSVP to Cfrost@baytechschool.org

Join Zoom Meeting

<https://us02web.zoom.us/j/81350223126?pwd=NndWMGwrUUpWcUFaRINsMFA0REIPZz09>

or

Join by phone (US) One tap mobile

+16694449171,,81350223126#,,,*292367# US

+16699009128,,81350223126#,,,*292367# US (San Jose)

Dial by your location

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 689 278 1000 US

+1 301 715 8592 US (Washington DC)

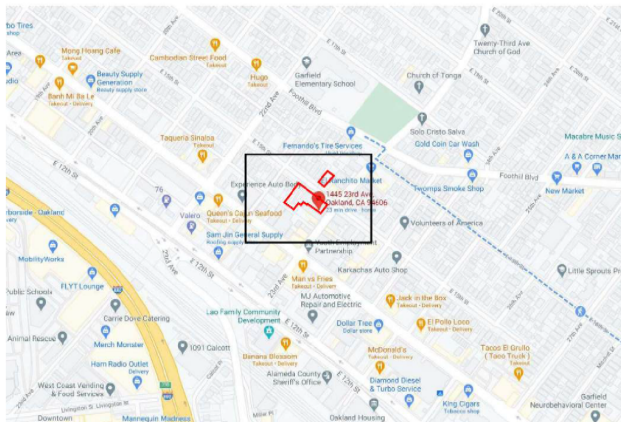
+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

Meeting ID: 813 5022 3126

Passcode: 292367

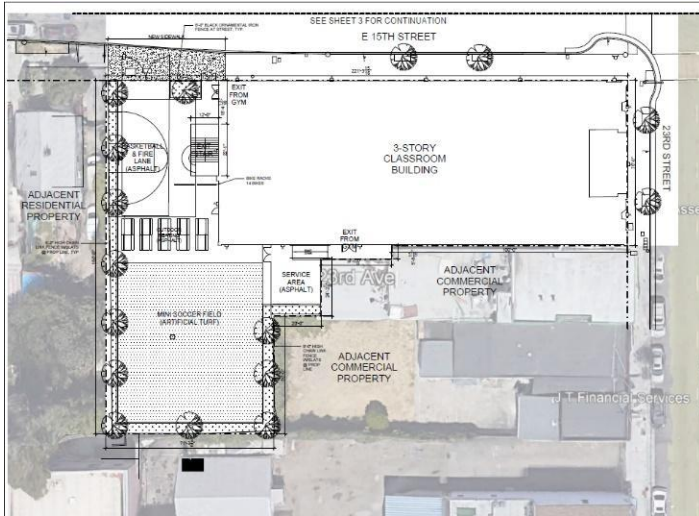


Location - 1445/1453 23rd Avenue, Oakland

Proposed Project

Redevelopment of the Palace Theater property to accommodate Bay Area Technology Middle School/High School campus serving approximately 350 students. Existing parking lot located across the street on E. 15th Street to remain parking to service the school.

Concept Plan for site Development



Remodel of the building to support a Gymnasium, Served, Classrooms & Office Areas that will service the school, after school programs, Middle School & High School sports activities as well as community events and weekend event use. The exterior site area will be developed with an artificial turf field area and outdoor amenities to support the middle school and high school. The outdoor area will be used to accommodate parking for events held on weekends and evenings periodically through the school year.

All use of the facility will be consistent with the City of Oakland zoning and code requirements as well as conditions imposed for site through a conditional use permit. Evening and weekend use will be limited to hours and noise levels consistent with the City municipal code and noise ordinance.

If you cannot attend and would like additional information or wish to note your support for the project

Please email Cesley Frost at cfrost@baytechschool.org

Letter of support request for Bay Tech permanent campus - 1445/1453 23rd Avenue, Oakland

Vision Quilt <visionquilt@gmail.com>
To: Mike Rivera <MRivera@oaklandca.gov>
Cc: Cesley Frost <cfrost@baytechschool.org>, Vision Quilt <visionquilt@gmail.com>

Fri, Dec 16, 2022 at 9:47 AM



Mike Rivera
City of Oakland
Planning Department
[1 Frank Ogawa Plaza](#)
[Oakland, CA 94612](#)

Re: Letter of support request for Bay Tech permanent campus - [1445/1453 23rd Avenue, Oakland](#)

Dear Mike:

I want to lend my support for Bay Technology (Bay Tech) School's campus relocation to a permanent home at the former Palace Theater site, 1445/1453 23rd Avenue in Oakland. I have reviewed the concept plan for the Palace Theater and believe this is an excellent plan and location for Bay Tech.

I and our entire Vision Quilt team are so pleased to be a partner with Bay Tech. We are so impressed by the faculty and administration of this school. They have addressed their challenges with the mass shooting that took place on their campus as true advocates for the well being of their students and staff. This school deserves a new safe space for their students, staff and families. I believe the Palace Theater is the perfect location for them.

Vision Quilt has been working with schools in East and West Oakland since 2016 supporting students to address gun violence concerns and share their visions and hopes to create safe communities. www.visionquilt.org. We are delighted that Bay Tech students are incorporating our curriculum into the fabric of their studies.

I hope you and other City leaders will support Bay Tech's plans for the Palace Theater.

Bay Tech will make great neighbors for the Fruitvale community!

Sincerely,

Cathy DeForest, Ph.D.
Executive Director, Vision Quilt
541-690-6976

Cc: Seth Feldman, Executive Director, Bay Technology School
Mary Grace Houlihan, Pacific Charter School Development
Jennifer Afdahl Rice, Pacific Charter School Development
Cesley Frost, Middle School Principal, Bay Technology School

TOGETHER WE CAN PREVENT GUN VIOLENCE

Vision Quilt empowers communities to create solutions to gun violence through the power of art and inclusive dialogue.

www.visionquilt.org

[Instagram](#), [Twitter](#), [Facebook](#) [Pinterest](#).

DONATIONS made [here](#) are tax deductible.

VIA EMAIL (MRivera@oaklandca.gov)

Mike Rivera

City of Oakland

Planning Department

1 Frank Ogawa Plaza

Oakland, CA 94612

Re: Letter of support request for Bay Tech permanent campus - 1445/1453 23rd Avenue, Oakland

Dear Mike:

I am providing this letter of support for Bay Technology (Bay Tech) School campus relocation to a permanent home at the former Palace Theater site, 1445/1453 23 rd Avenue in Oakland. My business is located at 2266 International Blvd. Oakland, CA within near proximity to the future home of the Bay Tech School.

I have reviewed the concept plan included as Attachment A for the redevelopment of the Palace Theater and discussed the repurposing of the building for the Bay Tech campus with the Bay Tech staff and would like to express my support for this project.

Bay Tech is a proven community partner and the introduction of the campus into the Fruitvale community at this location will provide a positive change to the neighborhood.

Sincerely,



Brian Barrington

Property Owner

2266 International Blvd. Oakland, CA 94606

530-368-6991

Cc: Seth Feldman, Executive Director, Bay Technology School

Mary Grace Houlihan, Pacific Charter School Development

Jennifer Afdahl Rice, Pacific Charter School Development



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

OFFICE OF CHARTER SCHOOLS

November 10, 2022

Mike Rivera
City of Oakland
Planning Department
1 Frank Ogawa Plaza
Oakland, CA 94612

Re: Letter of Support for Bay Tech Permanent Campus at 1445/1453 23rd Avenue, Oakland

Dear Mr. Rivera,

I am providing this letter of support for Bay Tech's potential relocation to a permanent private facility at the former Palace Theater site, 1445/1453 23rd Avenue in Oakland. The Bay Tech campus is currently located at the shared Oakland Unified School District (OUSD) King Estates Campus located at 8251 Fontaine Street in Oakland.

I am aware that Bay Tech has been working to find a permanent facility to serve Bay Tech students and has found an opportunity to purchase and rehabilitate an existing former theater site located at 1445/1453 23rd Avenue in Oakland. My office is in full support of Bay Tech's relocation to this permanent private site in order to best serve their students and families in a facility that fully meets their programmatic and space needs.

My office intends to continue to support Bay Tech in their work to secure and develop a long-term, independent home at the former theater site.

Please feel free to reach out to me with any questions you may have.

Sincerely,

Kelly Krag-Arnold
Director
OUSD Office of Charter Schools
Kelly.kragarnold@ousd.org



February 28th, 2023

Mike Rivera
City of Oakland
Planning Department
1 Frank Ogawa Plaza
Oakland, CA 94612

RE: LETTER OF SUPPORT REQUEST FOR BAY TECH PERMANENT CAMPUS - 1445/1453 23RD AVENUE, OAKLAND

Dear Mike:

On behalf of The Unity Council, I am pleased to express our enthusiastic support for Bay Technology (Bay Tech) School campus relocation to a permanent home at the former Palace Theater site, 1445/1453 23rd Avenue in Oakland.

The Unity Council (officially known as the Spanish Speaking Unity Council), was founded in 1964 as a social equity community development organization that provides critical holistic programs and services that reach more than 11,000 individuals and families annually in five languages, based in the Fruitvale District of Oakland, within near proximity to the future home of the Bay Tech School.

As an organization that has been deeply rooted in the Fruitvale community for over five decades, we understand the critical role that schools play in building strong and thriving neighborhoods. Schools not only provide education and essential skills for our youth, but they also serve as community centers for families and offer vital resources and services to support local residents.

We firmly believe that the relocation of Bay Tech School to the Palace Theater site will have a positive impact on the Fruitvale community by offering more opportunities for students to learn, grow, and succeed, while also providing essential resources and services to the area's residents.

We are delighted to learn that the Bay Area Technology School plans to extend its support to San Antonio and Fruitvale community members in District 2 and District 5, just like they have built on their successful efforts in District 6 and District 7.

We have learned that the concept for the property's redevelopment includes a complete remodel of the building to support various facilities such as a gymnasium, server, classrooms, and office areas that will service the school, after-school programs, Middle School & High School sports activities, as well as community events and weekend event use.

Having reviewed the concept plan attached to this letter for the Palace Theater's redevelopment and discussed the relocation with the Bay Tech team, I am confident that the repurposing of the building as a campus will bring a positive impact on the neighborhood and its residents.

Thank you for considering our support for this project. Please feel free to contact me if you have any further questions at CIglesias@UnityCouncil.org

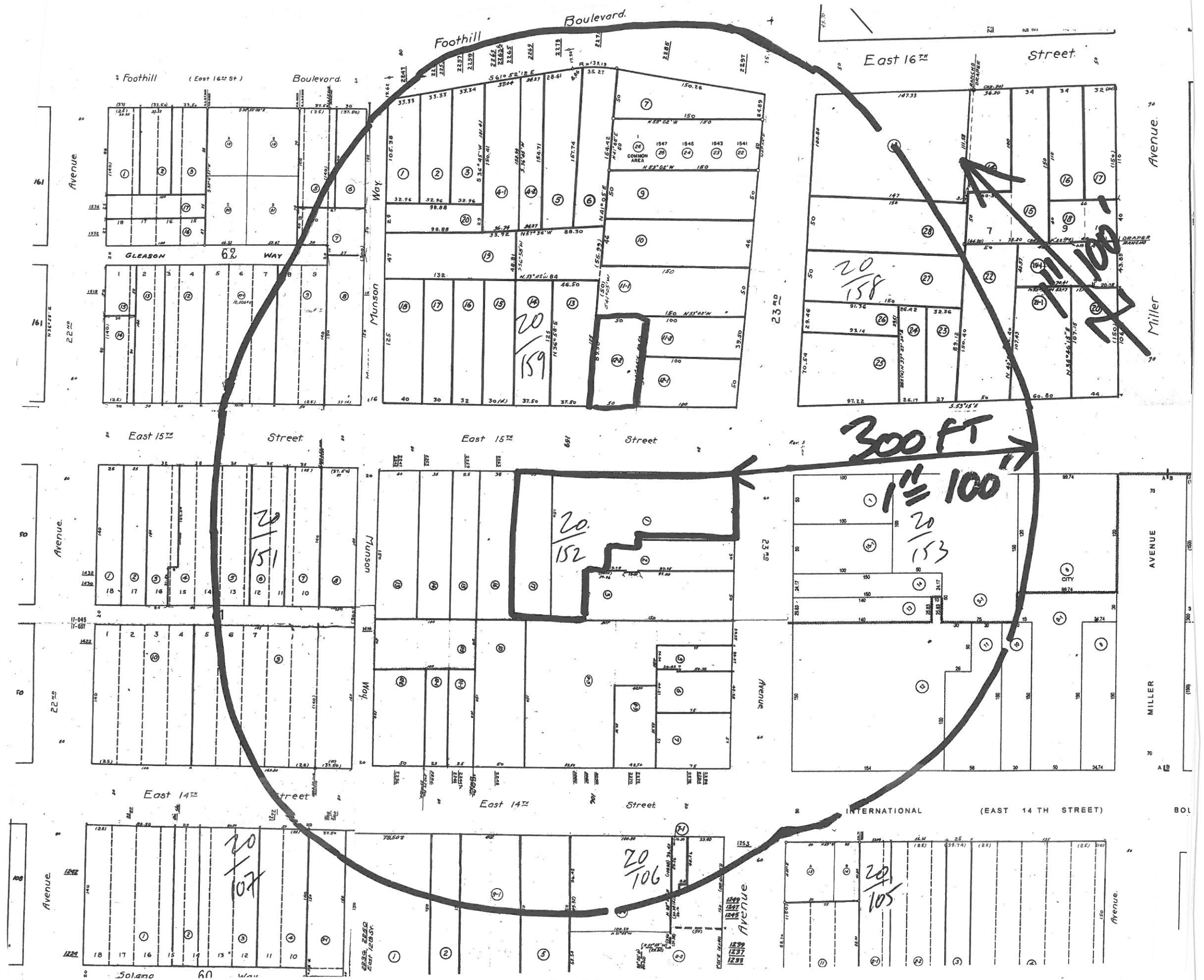
Sincerely,



Chris Iglesias
The Unity Council
Chief Executive Officer

The Unity Council
1900 Fruitvale Ave Ste 2A, Oakland CA 94601
510-535-6900 Office ~ 510-534-7771 Fax ~
www.unitycouncil.org

Cc: Seth Feldman, Executive Director, Bay Technology School
Mary Grace Houlihan, Pacific Charter School Development
Jennifer Afdahl Rice, Pacific Charter School Development





Bay Area Technology School



Advocacy and Community Engagement Meeting Archived

Dalia Buenrostro • 2 years ago • Wednesday, Nov 2 at 9:00 AM • Bay Area Technology School

Good Morning BayTech please join us:

Thursday November 3, 2022, Advocacy and Community Engagement Meeting @ 10am

<https://us02web.zoom.us/j/82132883476?pwd=UDR0clRvSjB6ZWZhUDB6VzNCc3IUUT09>

Buenos Dias BayTech porfavor de asistir:

Jueves, 3 de Noviembre de 2022, Reunión de promoción y participación comunitaria a las 10 a. m.

<https://us02web.zoom.us/j/82132883476?pwd=UDR0clRvSjB6ZWZhUDB6VzNCc3IUUT09>

User Preferred Notifications • Staff and Parents

Duplicate

Print

APN	NAME	ADDRESS	CITY	STA' ZIP
020 -0152-001,017/0159-012	OAK PALACE LLC	2420 SAN PABLO AVE	OAKLAND	CA 94612
020 -0152-001-00	OCCUPANT	1453 23RD AVE	OAKLAND	CA 94606
020 -0152-017-00	OCCUPANT	1445 23RD AVE	OAKLAND	CA 94606
020 -0159-012-02	OCCUPANT	2280 E 15TH ST	OAKLAND	CA 94606
020 -0105-013-00	NGOC M PHONG	1655 CONWAY ST	MILPITAS	CA 95035
020 -0105-013-00	OCCUPANT	1254 23RD AVE	OAKLAND	CA 94606
020 -0106-001,002,003-01,005/0107-005-01	SATELLITE AFFORDABLE HOUSING ASSOCIATES	1835 ALCATRAZ AVE	BERKELEY	CA 94703
020 -0106-001-00	RESIDENT	2233 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-001-00	OCCUPANT	2236 E 12TH ST	OAKLAND	CA 94606
020 -0106-001-00	OCCUPANT	2227 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-002-00	OCCUPANT	2245 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-003-01	OCCUPANT	2249 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-005-00	OCCUPANT	2257 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0107-005-01	OCCUPANT	2227 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-006-04	EASTSIDE ARTS & HOUSING LLC	1835 ALCATRAZ AVE	BERKELEY	CA 94703
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 101	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 102	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 103	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 104	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 105	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 106	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 107	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 108	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 201	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 202	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 203	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 204	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 205	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 206	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 207	OAKLAND	CA 94606
020 -0106-006-04	RESIDENT	2283 INTERNATIONAL BLVD APT 208	OAKLAND	CA 94606
020 -0106-006-04	OCCUPANT	2277 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-006-04	OCCUPANT	2285 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-006-04	OCCUPANT	2289 INTERNATIONAL BLVD	OAKLAND	CA 94606

020 -0106-007-01	2293 INTERNATIONAL LLC	2293 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0106-008-02	CAMINO 23 L P	1835 ALCATRAZ AVE	BERKELEY	CA 94703
020 -0106-008-02	OCCUPANT	1245 23RD AVE	OAKLAND	CA 94606
020 -0107-004-00	KONG & SANDY H HUYNH	2410 W AVE 136TH	SAN LEANDRO	CA 94577
020 -0107-004-00	OCCUPANT	2221 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0151-004-00	RAMON & RITA JUAREGUI	801 MARLESTA RD	PINOLE	CA 94564
020 -0151-004-00	RESIDENT	2215 E 15TH ST	OAKLAND	CA 94606
020 -0151-004-00	RESIDENT	2215 1/2 E 15TH ST	OAKLAND	CA 94606
020 -0151-005-00	DAU & MAI Q HO	2219 E 15TH ST	OAKLAND	CA 94606
020 -0151-005-00	RESIDENT	2221 E 15TH ST	OAKLAND	CA 94606
020 -0151-006-00	CARMEN DELEON	PO BOX 1213	SAN LEANDRO	CA 94577
020 -0151-006-00	RESIDENT	2223 E 15TH ST	OAKLAND	CA 94606
020 -0151-007-00	THUSUONG & HA RICK LAM	1425 7TH AVE	OAKLAND	CA 94606
020 -0151-007-00	RESIDENT	2229 E 15TH ST	OAKLAND	CA 94606
020 -0151-007-00	RESIDENT	2233 E 15TH ST	OAKLAND	CA 94606
020 -0151-008-00	CHARLES K SCHOENBERGER	1528 ST ALPHONSUS WAY	ALAMO	CA 94507
020 -0151-008-00	RESIDENT	2237 E 15TH ST	OAKLAND	CA 94606
020 -0151-008-00	RESIDENT	2239 E 15TH ST	OAKLAND	CA 94606
020 -0151-008-00	RESIDENT	2241 E 15TH ST	OAKLAND	CA 94606
020 -0151-008-00	RESIDENT	2243 E 15TH ST	OAKLAND	CA 94606
020 -0151-009-00	BRUCE VUONG	1235 16TH AVE	OAKLAND	CA 94606
020 -0151-009-00	OCCUPANT	2222 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0151-009-00	OCCUPANT	2230 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-002-00	DAO TRAN N & YOUNG DANIEL	911 BIRDEGEWAY CIR	EL SOBRANTE	CA 94803
020 -0152-002-00	RESIDENT	1423 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	RESIDENT	1439 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	OCCUPANT	1425 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	OCCUPANT	1427 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	OCCUPANT	1429 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	OCCUPANT	1430 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	OCCUPANT	1431 23RD AVE	OAKLAND	CA 94606
020 -0152-002-00	OCCUPANT	1437 23RD AVE	OAKLAND	CA 94606
020 -0152-003-00	JARIN GIA T TR & CHAN WALLY K	1429 23RD AVE	OAKLAND	CA 94606
020 -0152-003-00	OCCUPANT	1423 23RD AVE	OAKLAND	CA 94606

020 -0152-005-00	BANH HA H & VO THU M TRS	826 HEATHER CT	MILPITAS	CA 95035
020 -0152-005-00	RESIDENT	1415 23RD AVE	OAKLAND	CA 94606
020 -0152-005-00	OCCUPANT	1417 23RD AVE	OAKLAND	CA 94606
020 -0152-006-00	LE DES MAS MERCADO 401K LLC	1311 COURT ST	ALAMEDA	CA 94501
020 -0152-006-00	RESIDENT	1407 23RD AVE	OAKLAND	CA 94606
020 -0152-006-00	RESIDENT	1409 23RD AVE	OAKLAND	CA 94606
020 -0152-006-00	RESIDENT	1413 23RD AVE	OAKLAND	CA 94606
020 -0152-006-00	OCCUPANT	1411 23RD AVE	OAKLAND	CA 94606
020 -0152-007-00	SAMEER KAUL	7901 OAKPORT ST #2500	OAKLAND	CA 94621
020 -0152-007-00	OCCUPANT	2278 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-008-03	KITTY K JUNG	43 QUAIL HILL LN	EL SOBRANTE	CA 94803
020 -0152-008-03	RESIDENT	2268 INTERNATIONAL BLVD APT A	OAKLAND	CA 94606
020 -0152-008-03	RESIDENT	2268 INTERNATIONAL BLVD APT B	OAKLAND	CA 94606
020 -0152-008-03	RESIDENT	2268 INTERNATIONAL BLVD APT C	OAKLAND	CA 94606
020 -0152-008-03	OCCUPANT	2270 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-008-03	OCCUPANT	2272 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-009-03	BRIAN R BARRINGTON	2255 SIERRA COLLEGE BLVD	LOOMIS	CA 95650
020 -0152-009-03	OCCUPANT	2262 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-009-03	OCCUPANT	2266 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-010-00	LINCOLN TRUST CO & KELLER DAN TR	2248 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-011-01,012-01,02,03	JACKY & KITTY LI	33 TYSON CIR	PIEDMONT	CA 94611
020 -0152-011-01	OCCUPANT	2244 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-011-01	OCCUPANT	2248 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-012-01	OCCUPANT	2236 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-012-02	OCCUPANT	2236 INTERNATIONAL BLVD	OAKLAND	CA 94606
020 -0152-012-03	RESIDENT	1416 MUNSON WAY	OAKLAND	CA 94606
020 -0152-013-00	WONG HIU W & CHENG SIU K	2247 E 15TH ST	OAKLAND	CA 94606
020 -0152-013-00	RESIDENT	2245 E 15TH ST	OAKLAND	CA 94606
020 -0152-014-00	YU A WU	12 MEDA AVE	SAN FRANCISCO	CA 94112
020 -0152-014-00	RESIDENT	2253 E 15TH ST APT 1	OAKLAND	CA 94606
020 -0152-014-00	RESIDENT	2253 E 15TH ST APT 2	OAKLAND	CA 94606
020 -0152-014-00	RESIDENT	2253 E 15TH ST APT 3	OAKLAND	CA 94606
020 -0152-014-00	RESIDENT	2253 E 15TH ST APT 4	OAKLAND	CA 94606
020 -0152-015-00	AMY L VUONG	2259 E 15TH ST	OAKLAND	CA 94606

020 -0152-016-00	SEBOT LLC	PO BOX 9250	VALLEJO	CA 94591
020 -0152-016-00	RESIDENT	2263 E 15TH ST	OAKLAND	CA 94606
020 -0153-001/0158-021-01	SOUTH NORTH CHINA HERB CO INC	1355 22ND AVE	SAN FRANCISCO	CA 94122
020 -0153-001-00	RESIDENT	1446 23RD AVE	OAKLAND	CA 94606
020 -0153-001-00	OCCUPANT	1448 23RD AVE	OAKLAND	CA 94606
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 1	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 2	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 3	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 4	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 5	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 6	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 7	OAKLAND	CA 94601
020 -0158-021-01	RESIDENT	2334 E 15TH ST APT 8	OAKLAND	CA 94601
020 -0153-005-01,012	YOUTH EMPLOYMENT PARTNERSHIP INC	2300 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-005-01	RESIDENT	2315 E 15TH ST	OAKLAND	CA 94601
020 -0153-006-00	CITY OF OAKLAND	250 FRANK H OGAWA PLZ #5215	OAKLAND	CA 94612
020 -0153-006-00	OCCUPANT	1449 MILLER AVE	OAKLAND	CA 94601
020 -0153-009-01	MOHAMED H & HEZAM N MOSLEH	3198 ADELINE ST	BERKELEY	CA 94703
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 101	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 102	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 201	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 202	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 203	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 204	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 301	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 302	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 303	OAKLAND	CA 94601
020 -0153-009-01	RESIDENT	2338 INTERNATIONAL BLVD APT 304	OAKLAND	CA 94601
020 -0153-009-01	OCCUPANT	2340 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-009-01	OCCUPANT	2342 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-010-00	DUNG N PHAM	1738 44TH AVE	SAN FRANCISCO	CA 94122
020 -0153-010-00	OCCUPANT	2336 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-011-00	OAKLAND PHAM LLC	1738 44TH AVE	SAN FRANCISCO	CA 94122
020 -0153-011-00	RESIDENT	2324 INTERNATIONAL BLVD	OAKLAND	CA 94601

020 -0153-011-00	RESIDENT	2326 INTERNATIONAL BLVD APT 1	OAKLAND	CA 94601
020 -0153-011-00	RESIDENT	2326 INTERNATIONAL BLVD APT 2	OAKLAND	CA 94601
020 -0153-011-00	RESIDENT	2326 INTERNATIONAL BLVD APT 3	OAKLAND	CA 94601
020 -0153-011-00	RESIDENT	2328 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-011-00	OCCUPANT	2330 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-011-00	OCCUPANT	2332 INTERNATIONAL BLVD	OAKLAND	CA 94601
020 -0153-013-00	LEONIDAS PAULOS	1424 23RD AVE	OAKLAND	CA 94606
020 -0153-014-00	CHEE MICHAEL W TR & TOM MICHELLE C	PO BOX 390338	MOUNTAIN VIEW	CA 94039
020 -0153-014-00	OCCUPANT	1430 23RD AVE	OAKLAND	CA 94606
020 -0153-015-01	MOTOR CITY OZ LLC	111 BROADWAY #101	OAKLAND	CA 94607
020 -0153-015-01	RESIDENT	1440 23RD AVE APT 1	OAKLAND	CA 94606
020 -0153-015-01	RESIDENT	1440 23RD AVE APT 2	OAKLAND	CA 94606
020 -0158-013-00	HMR ASSOCIATES 2 LLC	2411 OREGON AVE	REDWOOD CITY	CA 94061
020 -0158-013-00	RESIDENT	1530 23RD AVE	OAKLAND	CA 94606
020 -0158-013-00	RESIDENT	1532 23RD AVE	OAKLAND	CA 94606
020 -0158-013-00	OCCUPANT	1536 23RD AVE	OAKLAND	CA 94606
020 -0158-022-00	THUY L CHU	PO BOX 50982	PALO ALTO	CA 94303
020 -0158-022-00	RESIDENT	2322 E 15TH ST	OAKLAND	CA 94601
020 -0158-022-00	RESIDENT	2324 E 15TH ST APT A	OAKLAND	CA 94601
020 -0158-022-00	RESIDENT	2324 E 15TH ST APT B	OAKLAND	CA 94601
020 -0158-023-00	WONG FRED Y & LIU JUDY M	3918 BOULDER CANYON DR	CASTRO VALLEY	CA 94552
020 -0158-023-00	RESIDENT	2318 E 15TH ST APT 1	OAKLAND	CA 94601
020 -0158-023-00	RESIDENT	2318 E 15TH ST APT 2	OAKLAND	CA 94601
020 -0158-023-00	RESIDENT	2318 E 15TH ST APT 3	OAKLAND	CA 94601
020 -0158-024-00	ALEXIS & CATHERINE PAPAHA DJOPOULOS	215 PACIFIC AVE	PIEDMONT	CA 94611
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 1	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 2	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 3	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 4	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 5	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 6	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 7	OAKLAND	CA 94601
020 -0158-024-00	RESIDENT	2312 E 15TH ST APT 8	OAKLAND	CA 94601
020 -0158-025-00	HOSSIEN MEHRIZI	PO BOX 2062	SAN LEANDRO	CA 94577

020 -0158-025-00	RESIDENT	2306 E 15TH ST	OAKLAND	CA 94601
020 -0158-025-00	RESIDENT	2308 E 15TH ST	OAKLAND	CA 94601
020 -0158-025-00	RESIDENT	2310 E 15TH ST	OAKLAND	CA 94601
020 -0158-025-00	RESIDENT	1502 23RD AVE APT 1	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1502 23RD AVE APT 2	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1502 23RD AVE APT 3	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1502 23RD AVE APT 4	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1504 23RD AVE	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1506 23RD AVE	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1508 23RD AVE	OAKLAND	CA 94606
020 -0158-025-00	RESIDENT	1510 23RD AVE	OAKLAND	CA 94606
020 -0158-025-00	OCCUPANT	1500 23RD AVE	OAKLAND	CA 94606
020 -0158-026-00	JANNAH A BEY	1714 FRANKLIN ST #407	OAKLAND	CA 94612
020 -0158-026-00	RESIDENT	1514 23RD AVE	OAKLAND	CA 94606
020 -0158-026-00	RESIDENT	1512 23RD AVE	OAKLAND	CA 94606
020 -0158-027-00	KONG LISA Y & YORK Q TRS & CHAN KWAN Y ETAL	1522 23RD AVE	OAKLAND	CA 94606
020 -0158-027-00	RESIDENT	1522 23RD AVE APT A	OAKLAND	CA 94606
020 -0158-027-00	RESIDENT	1522 23RD AVE APT B	OAKLAND	CA 94606
020 -0158-027-00	RESIDENT	1522 23RD AVE APT C	OAKLAND	CA 94606
020 -0158-027-00	RESIDENT	1522 23RD AVE APT D	OAKLAND	CA 94606
020 -0158-028-00	DUC P LU	1528 23RD AVE	OAKLAND	CA 94606
020 -0158-028-00	RESIDENT	1526 23RD AVE	OAKLAND	CA 94606
020 -0158-028-00	RESIDENT	1528 23RD AVE APT A	OAKLAND	CA 94606
020 -0158-028-00	RESIDENT	1528 23RD AVE APT B	OAKLAND	CA 94606
020 -0159-001-00	JESSIE K CHO	1792 COUNTRYWOOD CT	WALNUT CREEK	CA 94598
020 -0159-001-00	OCCUPANT	2247 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-002-00	BACHEMIN WALTER A IV HEIRS OF EST	1831 23RD ST	OAKLAND	CA 94606
020 -0159-002-00	RESIDENT	2253 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-002-00	OCCUPANT	2251 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-003-00	ZHEN X MA	815 LINCOLN AVE #D	ALAMEDA	CA 94501
020 -0159-003-00	RESIDENT	2259 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-003-00	OCCUPANT	2257 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-004-01	AMY C & JANET C WEN	2265 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-004-01	RESIDENT	2263 FOOTHILL BLVD	OAKLAND	CA 94606

020 -0159-004-02	VIRGINIA L RODERIKUES	2269 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-005-00	HOA D BANG	2273 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-006-00	JORGE GALLEGOS	1456 MACATERA AVE	HAYWARD	CA 94544
020 -0159-006-00	OCCUPANT	2275 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0159-007-00	LAO FAMILY COMMUNITY DEVELOPMENT INC	2325 12 TH ST	OAKLAND	CA 94601
020 -0159-007-00	OCCUPANT	1551 23RD AVE	OAKLAND	CA 94606
020 -0159-009-00	MARCIANO & OPHELIA HEREDIA	1537 23RD AVE	OAKLAND	CA 94606
020 -0159-009-00	RESIDENT	1537 23RD AVE APT 1	OAKLAND	CA 94606
020 -0159-009-00	RESIDENT	1537 23RD AVE APT 2	OAKLAND	CA 94606
020 -0159-009-00	RESIDENT	1537 23RD AVE APT 3	OAKLAND	CA 94606
020 -0159-009-00	RESIDENT	1537 23RD AVE APT 4	OAKLAND	CA 94606
020 -0159-009-00	OCCUPANT	1535 23RD AVE	OAKLAND	CA 94606
020 -0159-010-00	GRACE PLACE ON 23RD AVENUE LLC	1525 23RD AVE	OAKLAND	CA 94606
020 -0159-010-00	RESIDENT	1529 23RD AVE	OAKLAND	CA 94606
020 -0159-011-01	KIN A HO	7436 LAS PALMAS WAY	DUBLIN	CA 94568
020 -0159-011-01	RESIDENT	1517 23RD AVE	OAKLAND	CA 94606
020 -0159-011-01	RESIDENT	1521 23RD AVE	OAKLAND	CA 94606
020 -0159-011-02	YAHYA & SAUD KORIN	872 STANFORD AVE	OAKLAND	CA 94608
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 1	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 2	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 3	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 4	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 5	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 6	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 7	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 8	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 9	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 10	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 11	OAKLAND	CA 94606
020 -0159-011-02	RESIDENT	1511 23RD AVE APT 12	OAKLAND	CA 94606
020 -0159-012-01	JIE & WEI WANG	PO BOX 632	EL CERRITO	CA 94530
020 -0159-012-01	RESIDENT	1501 23RD AVE APT 1	OAKLAND	CA 94606
020 -0159-012-01	RESIDENT	1501 23RD AVE APT 2	OAKLAND	CA 94606
020 -0159-012-01	RESIDENT	1501 23RD AVE APT 3	OAKLAND	CA 94606

020 -0159-012-01	RESIDENT	1501 23RD AVE APT 4	OAKLAND	CA 94606
020 -0159-012-01	RESIDENT	1501 23RD AVE APT 5	OAKLAND	CA 94606
020 -0159-012-01	RESIDENT	1501 23RD AVE APT 6	OAKLAND	CA 94606
020 -0159-013,014	2268 2274 EAST 15TH STREET LP	160 FRANKLIN ST	OAKLAND	CA 94607
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 1	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 2	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 3	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 4	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 5	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 6	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 7	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 8	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 9	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 10	OAKLAND	CA 94606
020 -0159-013-00	RESIDENT	2274 E 15TH ST APT 11	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 1	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 2	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 3	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 4	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 5	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 6	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 7	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 8	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 9	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 10	OAKLAND	CA 94606
020 -0159-014-00	RESIDENT	2268 E 15TH ST APT 11	OAKLAND	CA 94606
020 -0159-015-00	ARISMENDY HECHAVARRIA	2262 E 15TH ST	OAKLAND	CA 94606
020 -0159-016-00	LE AN V & LI LI	2258 E 15TH ST	OAKLAND	CA 94606
020 -0159-017-00	CURTIS & LAURA CRAWFORD	2254 E 15TH ST	OAKLAND	CA 94606
020 -0159-018-00	J G & JOSEFINA INIGUEZ	2244 E 15 TH ST	OAKLAND	CA 94606
020 -0159-019-00	CHRISTINA S & CHANYIM SOU	1522 MUNSON WAY	OAKLAND	CA 94606
020 -0159-019-00	RESIDENT	1520 MUNSON WAY	OAKLAND	CA 94606
020 -0159-020-00	ARTURO A & CLAUDIA VILCHIS	1526 MUNSON WAY	OAKLAND	CA 94606
020 -0159-022-00	CHAD & MARIA ANDREWS	1021 TRILLIUM LN	MILL VALLEY	CA 94941

020 -0159-022-00	RESIDENT	1541 23RD AVE	OAKLAND	CA 94606
020 -0159-023-00	ADAM P SANDOW	1543 23RD AVE	OAKLAND	CA 94606
020 -0159-024-00	HUYNH YET L & KIM SOOHYON	1207 274TH PLACE SE	SAMMAMISH	WA 98075
020 -0159-024-00	RESIDENT	1545 23RD AVE	OAKLAND	CA 94606
020 -0159-025-00	JESSE R & WINIFRED G RILEY	1547 23RD AVE	OAKLAND	CA 94606
020 -0159-026-00	COMMON AREA FOR PARCEL MAP 9128	261 10TH ST #206	OAKLAND	CA 94607
020 -0160-005-00	ENRIQUE & ROSEMARY A VAZQUEZ	2235 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0160-006,007	MARC G & CRISTINA ARAUJO	8373 IRIS ST	OAKLAND	CA 94605
020 -0160-006-00	RESIDENT	2241 FOOTHILL BLVD	OAKLAND	CA 94606
020 -0160-008-00	LIU CHENG Y & CHEN YING H	2238 E 15TH ST	OAKLAND	CA 94606
020 -0160-009-00	SAN ANTONIO COMMUNITY DEVELOPMENT CORPORATION	2228 E 15TH ST	OAKLAND	CA 94606
020 -0160-010-01	DERREK YOUNG	2222 E 15TH ST	OAKLAND	CA 94606
020 -0160-021-00	THUY DO	742 LEE AVE	SAN LEANDRO	CA 94577
020 -0160-021-00	RESIDENT	2232 GLEASON WAY	OAKLAND	CA 94606
020 -0160-021-00	RESIDENT	2230 GLEASON WAY	OAKLAND	CA 94606