



March 6, 2015

**Letter of Intent to Enter Into In Lieu of Proposition 39 Joint Use Agreement with Castlemont Primary Academy and Castlemont Junior Charter School**

The Oakland Unified School District (the "District") affirms its intent to enter into In Lieu of Proposition 39 Agreement with Castlemont Primary Academy and Castlemont Junior Charter Schools ("Charter School"), on the Castlemont High School campus, 300 Building – 8601 MacArthur Boulevard, Oakland, California 94605 to commence July 1, 2015. By entering into this Joint Use Agreement, Charter School waives any rights under Proposition 39 (Education Code Section 47614, as amended) for the term of this Agreement

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

**1. Condition of Premises.**

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

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

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

**4. Use:** Public Charter School

5. **Agreement Term:** The Term shall be five (5) years, for the period from June 30, 2015 to July 1, 2020, subject to earlier termination if Charter School's program ceases to operate after a revocation, nonrenewal or surrender of the charter to the granting agency, and all appeals have been exhausted. If the Parties wish to renew this Agreement after expiration of the Term, this can only be done by a separate writing executed by the Parties that complies with Education Code section 17534(b) (which requires capital outlay improvements by Charter School to exceed the term beyond five (5) years). The Parties further acknowledge that based upon enrollment growth and space usage, Charter School may have the need for additional space during the term. The Parties agree to meet and confer commencing in the spring of 2016 to evaluate the space needs for the Castlemont campus users, taking into consideration facility development plans.
6. **Early Occupancy:** The Parties acknowledge that Charter School needs access to the Site as soon as possible in order to plan for 2015-16 school year. The Parties will agree on an early occupancy date no later than April 1, 2015.
7. **Agreement Commencement: July 1, 2015**
8. **Facility Use Fee:** During the term of this Agreement, the Facility Use Fee is the Prop 39 rate of \$3.80 per square foot, based upon 23,265 square feet or \$88,407.
9. **Payment Schedule:** Each year's rent shall be paid in four installments: 25% by October 1, 25% by December 1, 25% by April 1, and 25% by July 1.
10. **Custodial Services:** Charter School at its option may use OUSD Custodial Services or participate in the Youth Uprising Custodial Workforce Development training program.
11. **Utilities:** Utility charges are not included in the Facility Use Fee. Charter School shall pay its pro rata share of for all utilities charges. For purposes of this Agreement, utilities include water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and service, trash pick-up, and sewage fees.
12. **Maintenance, Repairs and Tenant Improvements:** Charter School has identified certain improvements or upgrades that are necessary. The Parties agree that Charter School may undertake the work necessary and subject to the agreement of the District, the cost of those improvements necessary to make the Premises useable may be deducted from the Facility Use Fee, which amount may not exceed an amount agreed to by the Parties prior to the execution of the final Agreement. Charter School shall coordinate the improvements with the District's Building and Grounds Division.
  - a) All improvement work shall be done by Charter School with licensed contractors, selected by Charter School and/or by supervised by licensed contractors. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for all of Charter School Improvements, to the extent such approval is required by law.
  - b) All construction must meet code requirements, including fire

The Parties have identified certain other maintenance and repairs that are necessary to make the premises useable by Charter School for its intended purpose. The repairs are delineated on Attachment B, which will be incorporated into the final Agreement. The Parties shall agree before the Agreement is finalized if the repairs on Attachment B shall be undertaken by the District or Charter School. If the work is done by the District, it shall be at the District's sole cost and expense and shall be completed by August 1, 2015. If the work on Attachment B is undertaken by Charter School, the Parties shall agree to an additional credit as provided in Section 12 above.

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

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

**14. Indemnification**

Charter School shall indemnify and hold the District and its Board, administrators, employees, agents, volunteers, and subcontractors ("Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Letter of Intent, and/or the maintenance, construction or repair work undertaken by Charter School or on behalf of Charter School prior to occupancy of the premises, to the extent that such loss, expense, damage or liability was caused by negligence or willful misconduct of Charter School, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by Charter School (excluding Indemnities).

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

**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

**16. Building Access:**

Charter School shall have access to the Site for planning and inspection purposes upon execution of the Letter of Intent by the District and Charter School, with 24 hours advance notification to the District.

**17. Final Agreement**

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

**18. No Assignment or Subletting.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or part of


March 6, 2015  
Page 4

the Premises without District's consent. Any purported transfer shall be void and shall, at District's election constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.

**OAKLAND UNIFIED SCHOOL DISTRICT**



James Harris, President, Board of Education



Antwan Wilson, Superintendent & Secretary, Board of Education

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacqueline Minor, General Counsel

**CHARTER SCHOOL**

By:   
\_\_\_\_\_  
Lisa Haynes

Title: CEO

File ID Number: 15-0455  
Introduction Date: 3/11/15  
Enactment Number: 15-0330  
Enactment Date: 3/11/15  
By: 