



March 6, 2015

**Letter of Intent to Enter Into In Lieu of Proposition 39 Joint Use Agreement with Leadership Preparatory School**

The Oakland Unified School District (the "District") affirms its intent to enter into In Lieu of Proposition 39 Joint Use Agreement with Leadership Preparatory School ("LPS"), on the Castlemont High School campus, 100 Building – 8601 MacArthur Boulevard, Oakland, California 94605 to commence July 1, 2015. By entering into this Joint Use Agreement, LPS 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 LPS 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, LPS accepts the Premises in "AS IS" condition.
- b. LPS acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for LPS' 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 three (3) years, for the period from July 1, 2015 to June 30, 2018, with an option to renew for one additional five (5) year term at LPS' option, subject to earlier termination if LPS' 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 option 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 LPS to exceed the term beyond five (5) years)

6. **Agreement Commencement: July 1, 2015**

7. **Facility Use Fee:** For 2015-16, 2016-17 and 2017-18, the fee shall be \$3.80 per square foot, based upon 40,581 square feet or a total \$154,207. If LPS exercises the option to extend the

term an additional five years, during the five year option period the rate shall be the 2018-19 Prop 39 or equivalent rate.

8. **Custodial Services:** LPS at its option may use OUSD Custodial Services or participate in the Youth Uprising Custodial Workforce Development training program that will provide Custodial Services to Castlemont Building 300
9. **Other Services:** LPS shall use District Nutrition Services program.
10. **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.
11. **Utilities:** Utility charges are not included in the Facility Use Fee. LPS shall pay its pro rata share 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. **Tenant Improvements:** N/A

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 and Insurance**

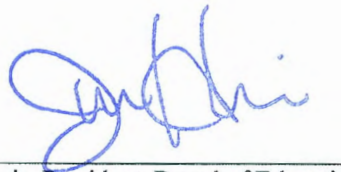
As provided in Sections 21 and 22 of the February 1, 2015 Preliminary Prop 39 Offer.

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>

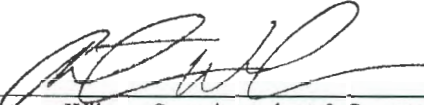
16. **Final Agreement**

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.

17. **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 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.



James Harris, President, Board of Education

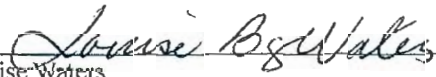


Antwan Wilson, Superintendent & Secretary, Board of Education

APPROVED AS TO FORM:

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Jacqueline Minor, General Counsel

**CHARTER SCHOOL**

By:   
Louise Waters

Title: Supt CEO

File ID Number: 15-0454  
Introduction Date: 3/11/15  
Enactment Number: 15-0329  
Enactment Date: 3/11/15  
By: OA