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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jody Talkington, Senior Director of Strategic Projects
Tadashi Nakadagawa, Deputy Chief of Facilities

Board Meeting Date June 30, 2021

Subject Long Term Ground Lease for the Former Tilden Child Development Center, 4551 Steele Street, Oakland, CA, 94619-2743, a District surplus property.

Action Approval by the Board of Education to approve a long term ground lease with Eagle Environmental Construction & Development (EECD) for Affordable and Workforce Housing at the Former Tilden Child Development Center, 4551 Steele Street, Oakland, CA, 94619-2743, a District surplus property.

Background

In June 2019, the Board of Education directed the Superintendent to convene a 7-11 Committee to review five (5) District properties that have been vacant for 5-10 years.

In November 2019, there was a discussion and review by the 7-11 Committee of surplus property criteria and community input on use of the Former Tilden Child Development Center. (Legislative Item number 19-2436).

In January, 2020, the 7-11 Committee recommended surplus two (2) of the five (5) properties and to pursue a long term lease for the former Tilden CDC. This recommendation was consistent with the District's Asset Management Policy. The recommendation to surplus was based upon an in depth analysis of the current condition of the property, zoning restrictions, and rates for comparable properties. The estimated direct construction costs to repair the 4551 Steele St property is \$2,659,099. The estimated direct construction cost of replacement assuming like-in-kind area and use is estimated at

\$550/sf (including all site work costs) or \$4,752,000. The Facilities Condition Index (“FCI”) for the Tilden buildings indicates the buildings are in poor condition and would typically be considered for demolition and replacement. The estimated value of the property was considered in light of the very high costs to rehabilitate the existing buildings and to bring them up to current code. Cost of demolition, including hazardous materials abatement, was estimated at \$150,000 to \$175,000. The high cost of repairs or replacement was considered a serious impediment to considerations of leasing.

The 7-11 Committee also indicated the recommended priority use for each site based on public hearings with the community. The recommended use for Tilden was a community park for children or affordable/workforce housing.

In February, 2020, the Board passed Resolution Number 1920-0207 to surplus the former Tilden CDC and to pursue a long term lease for this property in alignment with the priority uses. (Legislative Item number 19-2436).

On October 9, 2020, the District posted an RFP for proposals for a long term lease for the former Tilden CDC, including requirements that proposals incorporate a recommended priority use as summarized by the 7-11 Committee. All proposals were due on November 9, 2020.

On November 18, 2020, the Board officially announced acceptance of all proposals that were submitted on time.

On December 9, 2020, the Board reviewed the proposals.

On December 18, 2020, the Board selected Eagle Environmental Construction & Development (EECD), Oakland, CA, for a Long-Term Ground Lease of the former Tilden CDC, located at 4551 Steele Street, Oakland, CA, 94619, a District surplus property. The selection was based on the proposed use being a benefit to the community and in alignment with the recommendations of the 7-11 Committee. Another factor in the decision was the availability of stable or non-contingent financing for the proposed project.

On January 13, 2021, the Board of Education held a public hearing prior to entering into negotiations, where members of the public, including labor organizations, could share concerns regarding any impact on the community. The Board is now being asked to approve a Long Term Ground Lease that includes the following terms:

Use: Redevelopment for housing and other associated uses with best efforts to reserve 50% of housing units for educator/workforce housing.

Lease Type: Ground Lease.

Original Term: Sixty –Five (65) years with a ten year option to extend.

Effective Date: Upon mutual execution of the ground lease agreement.

Feasibility Period: Tenant shall have one hundred eighty (180) days from the Effective Date to satisfy itself with the property and its feasibility for the Tenant's intended project and use.

Entitlement Period: Tenant shall have eighteen (18) months from the Effective Date to obtain all necessary government approvals/entitlements as more clearly defined in the ground lease agreement.

Local Hire: EECD to prioritize hiring Oakland residents.

Rent Commencement Date: The earlier of Tenant's receipt of necessary government approvals/entitlements or eighteen months (18) months from the Effective Date. Rent shall be due and payable on the first day of each calendar month during the Original Term.

Monthly Rental Rate: Three Thousand Dollars and No Cents (\$3,000.00) per month. The monthly rental rate shall be subject to three percent (3%) annual increases. Rent will increase by 10% for each one-to four-unit increase above 20 in the number of residential units approved for the project.

Proposed Rent Schedule: Prepayment of rent for years 1-10 of ground lease based on the following schedule. Standard monthly payments to commence year 11.

- Year 1 total: \$73,080.00 (sum of annual rent from years 1 & 2)
- Year 2 total: \$77,530.57 (sum of annual rent from years 3 & 4)
- Year 3 total: \$125,238.07 (sum of annual rent from years 5, 6 & 7)
- Year 4 total: \$136,851.02 (sum of annual rent from years 8, 9 & 10)
- Total received by end of year 4 = \$412,699.66

Initial Deposit: Within thirty(30) days of mutual execution of the lease agreement Tenant shall deposit Fifteen Thousand Dollars and No Cents (\$15,000.00) with the Landlord. Upon Tenant's approval of Initial Deposit shall become non-refundable and applied towards the rental schedule.

Additional Deposits: Within five (5) days of Tenant's approval of Feasibility Period Tenant shall deposit an additional Twenty Thousand Dollars and No Cents (\$20,000.00) with the Landlord (Additional Deposit #1). Within five (5) days of Tenant's approval of Entitlement Period Tenant shall deposit an additional Twenty Thousand Dollars and No Cents (\$20,000.00) with the Landlord (Additional Deposit #2). Upon approval of the Entitlement Period Additional Deposit #1 shall

be nonrefundable and applicable to the rental schedule and Additional Deposit #2 shall be nonrefundable and serve as the Security Deposit.

Fiscal Impact

Revenue from a long term ground lease of the property is projected to be Six Million Nine Hundred Ninety Five Thousand Nine Hundred and Seventy Nine Dollars and Twenty Eight Cents (\$6,995,979.28).

Attachments

Long Term Ground Lease with Eagle Environmental Construction & Development for the Former Tilden CDC
[Resolution 1920-0207 to surplus the former Tilden CDC](#)
[7-11 Committee Report to the Board of Education](#)
[Board Policy 7350](#)

August 6, 2021

**GROUND LEASE AGREEMENT
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
EAGLE ENVIRONMENTAL CONSTRUCTION & DEVELOPMENT, LLC
4551 Steele Street, Oakland, California 94619**

This Ground Lease Agreement (hereinafter referred to as "Ground Lease" or "Agreement") is made on this _____ day of _____, 2021, by and between the **Oakland Unified School District**, a public school district in the County of Alameda, State of California (hereinafter called "Landlord"), and **Eagle Environmental Construction & Development, LLC**, a California limited liability company (hereinafter called "Tenant"). Landlord and Tenant are sometimes hereinafter referred to collectively as the "Parties" or each individually as a "Party."

RECITALS

1. Landlord owns approximately 0.71 acres of real property located at 4551 Steele Street, in the City of Oakland, Alameda County, California, consisting of Assessor's Parcel Number 037-2552-001-00, as more particularly described in Exhibit A attached hereto ("Land"). The Land was formerly used as the Tilden Child Development Center.

2. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the above-described real property, upon the terms and conditions set forth herein, for purposes of Tenant developing multi-family housing and other related uses (the "Project"). Tenant has proposed that the Project will consist of approximately 15 two-bedroom townhomes, five three-bedroom townhomes, and all related parking facilities, landscaping, signage, lighting and other related improvements.

3. Tenant agrees that Landlord's fee interest in the Land shall at all times be and remain unsubordinated to any Leasehold mortgage which may be imposed upon Tenant's leasehold interest hereunder or upon the improvements made by Tenant, and that nothing contained in this Ground Lease shall be construed as an agreement by Landlord to subject its fee interest to any such mortgage.

IT IS AGREED between the Parties as follows:

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"**Approval Period**" shall have that meaning ascribed to it in Section 21.B.

- “**Claims**” shall have that meaning ascribed to it in Section 3.E.
- “**Commencement Date**” shall have that meaning ascribed to it in Section 2.
- “**Commercial Subtenant**” shall have that meaning ascribed to it in Section 33.A.
- “**Land**” shall have that meaning ascribed to it in Recitals, Section 1.
- “**Effective Date**” shall have that meaning ascribed to it in Section 3.A.
- “**Entitlements**” shall have that meaning ascribed to it in Section 3.B.
- “**Entitlement Contingency**” shall have that meaning ascribed to it in Section 3.B.
- “**Entitlement Period**” shall have that meaning ascribed to it in Section 3.B.
- “**Event of Default**” shall have that meaning ascribed to it in Section 15.A.
- “**Existing Improvements**” shall have that meaning ascribed to it in Section 1.
- 3.A. “**Feasibility Approval Notice**” shall have that meaning ascribed to it in Section
- “**Feasibility Contingency**” shall have that meaning ascribed to it in Section 3.A.
- “**Feasibility Period**” shall have that meaning ascribed to it in Section 3.A.
- “**Force Majeure Events**” shall have that meaning ascribed to it in Section 13.A.
- “**Ground Lease Term**” shall have that meaning ascribed to it in Section 2.
- “**Ground Rent**” shall have that meaning ascribed to it in Section 5.C.
- “**Hazardous Materials**” shall have that meaning ascribed to it in Section 30.A.
- 30.A. “**Hazardous Materials Law**” shall have that meaning ascribed to it in Section
- “**Improvements**” shall have that meaning ascribed to it in Section 13.A.
- “**Initial Deposit**” shall have that meaning ascribed to it in Section 5.A.
- “**Project**” shall have that meaning ascribed to it in Recitals, Section 2.
- “**Property**” shall have that meaning ascribed to it in Section 1.

“**Residential Subtenant**” shall have that meaning ascribed to it in Section 33.A.

“**Second Deposit**” shall have that meaning ascribed to it in Section 5.B.

“**Security Deposit**” shall have that meaning ascribed to it in Section 6.

“**Second Notice**” shall have that meaning ascribed to it in Section 21.B.

“**Subcontractors**” shall have that meaning ascribed to it in Section 13.A.

“**Tenant Agents**” shall have that meaning ascribed to it in Section 10.A.

“**Written Request**” shall have that meaning ascribed to it in Section 21.B.

AGREEMENT

1. DESCRIPTION.

Upon satisfaction of the Feasibility Contingency and the Entitlement Contingency (both as defined below), Landlord does hereby agree to rent and lease to the Tenant the Land, together with all existing buildings and other improvements and fixtures thereon and thereto (collectively, the “Existing Improvements”), and together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances attached to the Land, and Landlord’s rights, easements or other interests, if any, in and to adjacent streets, alleys and rights-of-way, or other property abutting the Land, and together with any and all water and water rights, wells, well rights and well permits, water and sewer taps, sanitary or storm sewer capacity or reservations and rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to the Land (the Land, the Existing Improvements, and all of the above described rights being collectively referred to herein as the “Property”).

2. TERM.

The initial term of this Ground Lease shall be for sixty-five (65) years (“Ground Lease Term”). The commencement date shall be the date upon which both the Feasibility Contingency and the Entitlement Contingency have been satisfied, as specified in Section 3, whichever occurs last (“Commencement Date”). Unless extended or sooner terminated under any provision hereof, this Ground Lease shall end on the date that is 65 years after the Commencement Date. For clarification, the Parties shall insert the actual dates, once known, on Exhibit C hereto. Provided Tenant is not then in default under this Ground Lease, Tenant may extend the Ground Lease for one (1) additional period of ten (10) years (“Extension Option”). To exercise the Extension Option, Tenant must submit written notice to the District of Tenant’s intent to extend the Ground Lease by no earlier than one (1) year prior to expiration of the Ground Lease, and by no later than three (3)

months prior to expiration of the Ground Lease. The term of this Ground Lease, including as extended under the Extension Option, shall be referred to herein as the "Ground Lease Term."

3. FEASIBILITY AND ENTITLEMENT CONTINGENCIES.

A. Feasibility Contingency. Prior to commencement of the Ground Lease Term, Tenant shall have the period commencing on the date that this Agreement has been executed by both Parties ("Effective Date"), and ending on the date that is one hundred and eighty (180) days thereafter ("Feasibility Period"), to review the condition of the Property and conduct any and all appropriate physical, historic, environmental, geological, engineering, safety, and other inspections it determines necessary, or any such inspections as required by state and local law so as to ensure that the Property complies with all state and local requirements applicable to Tenant's proposed use of the Property. Tenant's obligation to lease the Property is conditioned upon the following, or Tenant's written waiver of same (collectively, the "Feasibility Contingency"): (i) Tenant's approval of and satisfaction with the physical condition of the Property, and all tests, inspections, and studies to be conducted by Tenant, or Landlord, including, without limitation, any environmental assessments; and (ii) Tenant's determination that the Property is suitable for Tenant's intended uses.

Prior to the end of the Feasibility Period, Tenant shall provide written notice to Landlord of either its satisfaction with the condition of the Property (or its waiver thereof) ("Feasibility Approval Notice") or its determination that the Property does not meet the above stated conditions, in which case this Agreement shall terminate, and the Initial Deposit (as defined below) shall be returned to Tenant. Tenant's failure to provide written notice to Landlord within the Feasibility Period shall be deemed Tenant's disapproval of the condition of the Property. The Feasibility Contingency shall be deemed satisfied the day upon which Tenant delivers the Feasibility Approval Notice.

B. Entitlement Contingency. Tenant, promptly after execution of this Agreement, shall diligently seek, at Tenant's sole cost and expense, all approvals necessary for Tenant to operate the Project on the Property from all applicable government entities ("Entitlements"). For purposes of this Ground Lease, Entitlements shall include any and all necessary or required administrative approvals by the City of Oakland, County of Alameda, or other governmental authorities, all approvals from public and/or private utilities for the development of the Project, approval of any required plats, re-plats, partial re-plats or other lot line adjustment and/or lot split filings, the issuance of any required conditional use permit, and the issuance of all development permits and/or building permits required to allow and permit construction of the Project and the uses of the Project for the herein described purposes. Tenant shall have obtained approval of all necessary Entitlements by no later than the date that is eighteen (18) months after the Effective Date of this Agreement ("Entitlement Period"). Should Tenant fail to obtain approval of all necessary Entitlements before expiration of the Entitlement Period, this Agreement shall automatically terminate, and the Initial Deposit and Second Deposit (as defined below) shall be returned to Tenant. Landlord shall grant Tenant one

sixty (60) day extension of the Entitlement Period by right for potential delays in the approval of Entitlements caused solely by an authority responsible for approval of Entitlements. The above condition to the Ground Lease contained in this Section 3.B shall be referred to herein as the "Entitlement Contingency," which Entitlement Contingency shall be deemed satisfied the day upon which Tenant has received approval of its final Entitlement needed to operate the Project on the Property within the Entitlement Period.

For purposes of this Section 3.B, the term "approved" or "approval" shall mean that the City of Oakland, the County of Alameda, and any other applicable governmental or quasigovernmental agency, body or authority having jurisdiction over the Property voted to approve such item or matter and all administrative and judicial appeal periods for such approval, and all periods for the filing of an application for a referendum or other challenge regarding any such approval have expired without the filing of an appeal or application, or if an appeal or application is filed, that the appeal or application is resolved on terms reasonably satisfactory to Tenant. Tenant shall provide Landlord with written notice of any Entitlement approvals received pursuant to this Section within five (5) business days after such approval occurs.

C. Landlord's Cooperation. Landlord agrees to cooperate reasonably with Tenant, at no expense to Landlord, in Tenant's efforts to investigate the Property and obtain all Entitlements. Landlord shall make available to Tenant, upon Tenant's request, copies of all non-confidential, non-privileged, existing third party reports prepared regarding the Property including, without limitation, Environmental Impact Reports, Phase I and/or Phase II environmental site assessments, geotechnical reports, physical inspection reports, and toxic or zoning studies of any type prepared for the Property.

D. Tenant's Right to Inspect. During the Feasibility Period, Landlord shall permit Tenant and its authorized agents to enter onto the Property, at reasonable times and upon reasonable notice, for the purpose of making environmental, engineering, geological, planning, development and other studies, inspections and tests. Tenant shall conduct such entry and any inspections in connection therewith so as not to cause any disruption at the Property, and otherwise in a manner reasonably acceptable to Landlord. In addition, Tenant shall notify Landlord, in writing, if it intends to conduct any invasive or destructive testing on the Property. In the event Tenant performs testing or destructive investigation of the Property and the contingencies in this Agreement are not satisfied, Tenant shall be responsible for returning the Property to the condition existing prior to Tenant's testing or destructive investigation of the Property. Any tests shall be conducted in a good and workmanlike manner and free from liens.

After expiration of the Feasibility Period, Landlord shall permit Tenant and Tenant's agents to enter onto the Property, at reasonable times and upon reasonable notice, for the purpose of making environmental, engineering, geological, planning, development and other studies, inspections and tests, but only if such studies, inspections, and tests are being conducted as part of Tenant's efforts to obtain Entitlements.

E. Indemnification and Insurance for Inspections. Tenant shall at all times during the Feasibility Period and Entitlement Period, indemnify, defend, and hold the Property and Landlord, its governing board, employees, representatives, and agents harmless from and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, monetary sanctions, fines, liens, judgments, suits, actions, investigations, proceedings, interest, or expenses whatsoever (including, without limitation, reasonable attorneys' fees, expert fees and costs and, in the event of any release of Hazardous Materials (defined below) caused by Tenant, investigation and remediation costs) (collectively, "Claims") arising out of or relating to any physical harm, physical damage, personal injury, or death caused by entry on the Property by Tenant or its agents, employees, or contractors in the course of performing the inspections or testing provided for in this Agreement, except to the extent caused solely by Landlord or any of its employees, representatives, or agents. Without limiting the generality of the foregoing indemnity, Tenant shall promptly remove any mechanic's or other lien which may be recorded against the Property by any party providing labor, materials, or services at the request of Tenant. The foregoing indemnity shall survive beyond the Commencement Date, or, if this Agreement is terminated prior to that date, beyond the termination of this Agreement.

Tenant and its contractors shall maintain commercial general liability and automobile insurance insuring Tenant and its contractors against any liability arising out of or in connection with any entry or inspection of the Property and all areas appurtenant thereto. Such insurance policy shall otherwise be provided in the amount, and upon the same terms as the insurance policy described in Section 10.C herein. Tenant shall be required to provide Landlord with written evidence of such insurance coverage prior to any entry or inspection of the Property by Tenant or Tenant's consultants, representatives, agents, or employees.

4. WORKFORCE HOUSING.

Tenant shall ensure that not less than fifty percent (50%) of the residential units approved and rented as part of the Project are reserved for the Oakland Unified School District workforce, including educators. As part of its obligations hereunder, Tenant shall use its best efforts during the Entitlement Period to secure all approvals or Entitlements from any and all applicable government authorities that are needed in order to entitle or reserve residential units within the Project for occupancy by the District's workforce. Landlord agrees, at no cost to Landlord, reasonably to cooperate with Tenant in taking any actions needed to assist Tenant in entitling, reserving, and implementing District workforce housing as part of the Project. Should Tenant at any time believe that workforce housing at the Property is not legally or otherwise feasible, Tenant promptly shall notify Landlord of this in writing, including all of Tenant's reasons as to why workforce housing would not be legally or otherwise feasible. Before taking any actions or seeking any Entitlements on the Property that would be inconsistent with the implementation of District workforce housing on the Property, Tenant agrees to meet and confer with Landlord, and to provide Landlord with the opportunity to cause the removal of any obstacles to use of the Property for District workforce housing.

5. DEPOSITS AND RENT.

A. Initial Deposit. Within thirty (30) days after the Effective Date, Tenant shall deposit Fifteen Thousand Dollars (\$15,000) with Landlord (“Initial Deposit”). Upon Tenant’s delivery of the Feasibility Approval Notice, the Initial Deposit shall become nonrefundable to Tenant except upon failure of the Entitlement Contingency as provided in Section 3.B, above. The Initial Deposit shall be credited against Tenant’s Ground Rent (defined below) owed during the Ground Lease Term.

B. Second Deposit. Within five (5) days after Buyer’s delivery of the Feasibility Approval Notice, Buyer shall deposit Twenty Thousand Dollars (\$20,000) with Landlord (“Second Deposit”). Upon satisfaction of the Entitlement Contingency, the Second Deposit shall become nonrefundable to Tenant. The Second Deposit shall be credited against Tenant’s Ground Rent owed during the Ground Lease Term.

C. Ground Rent. Commencing on the Commencement Date, and lasting throughout the Ground Lease Term, Tenant shall pay to Landlord Three Thousand Dollars (\$3,000) per month (“Ground Rent”), which shall be paid promptly on the first day of each month in advance without deduction, setoff, prior notice, or demand. The Ground Rent shall be prorated for any partial months.

D. Advance Rent Payments. Notwithstanding the above, and subject to any rent increases described in Section 5.E below, for the first ten (10) years of the Ground Lease Term (“Advance Rent Period”), Tenant shall pay to Landlord Ground Rent on a monthly basis according to the Advance Rent Schedule set forth below, presuming that the Project is entitled for no more than 20 units. If more than 20 units are entitled, the amounts set forth in the Advance Rent Schedule shall be adjusted pursuant to Section 5.E.

Advance Rent Schedule

Year	Monthly Rent	Annual Rent
1	\$6,090.00	\$73,080.00
2	\$6,460.88	\$77,530.57
3	\$10,436.51	\$125,238.07
4	\$11,404.25	\$136,851.02
5	\$0	\$0
6	\$0	\$0
7	\$0	\$0
8	\$0	\$0
9	\$0	\$0
10	\$0	\$0

With the exception of the amount of monthly Ground Rent owed by Tenant during the first ten (10) years of the Ground Lease Term, all obligations imposed on Tenant by this Ground Lease shall continue to apply throughout the Advance Rent Period, including Tenant's obligations to pay Ground Rent promptly on the first day of each month in advance without deduction, setoff, prior notice, or demand, and including Tenant's obligation to pay all costs and expenses listed in Section 9. After expiration of the Advance Rent Period, the Ground Rent for the eleventh (11th) year of the Ground Lease shall be \$4,031.75 per month (subject to adjustment under Section 5.E), and shall increase pursuant to Section 5.F each year thereafter. In no event shall any advance rent payments made by Tenant under the Advance Rent Schedule be refundable to Tenant if this Agreement is terminated due to Tenant's default.

E. Rent Increase for Additional Units. The Parties recognize that Tenant's Project, as currently envisioned by the Parties, calls for the construction of 20 residential units. Should the Project be entitled and constructed with more than 20 residential units, then the Ground Rent shall increase by ten percent (10%) for each one- to four-unit increase in the number of residential units approved, as demonstrated for year 1 of the Ground Lease Term below:

Residential Units Approved	Monthly Ground Rent	Percentage Increase in Rent
Up to or including 20 Units	\$6,090.00	N/A
21-24 Units	\$6,699.00	10%
25-28 Units	\$7,308.00	20%
29-32 Units	\$7,917.00	30%
33-36 Units	\$8,526.00	40%
37-40 Units	\$9,135.00	50%

F. Beginning on the day that is one (1) year after the Rent Commencement Date, and continuing every year thereafter through the full Ground Lease Term, the Ground Rent will automatically increase by three percent (3%) per year. Provided that the Project will be entitled and constructed with 20 residential units or less, the Ground Rent payments included in the Advance Rent Schedule already include the 3% increase contemplated by this Section 5.F, and so no additional 3% automatic rent increase shall be applied to payments during the Advance Rent Period. If the Project is entitled to include 21 or more residential units, then the automatic rent increase contemplated by this Section shall be applied to the increased Ground Rent amount adjusted in accordance with Section 5.E.

G. Tenant acknowledges that late payment by Tenant to Landlord of the monthly Ground Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Ground 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 installment of rent or any other sum due from Tenant shall not be received by Landlord by 4:00 p.m. within ten (10) days after such amount shall be due, Tenant shall pay to Landlord, as additional rent, a late charge equal to three percent (3%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of its other rights and remedies granted hereunder.

H. Taxes, late charges, costs and expenses which Tenant is required to pay hereunder during the Ground Lease Term, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Ground Lease, shall be deemed to be additional rent and, in the event of nonpayment by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for the nonpayment of the monthly rent.

6. SECURITY DEPOSIT.

Within five (5) days after the Commencement Date, Tenant shall deposit with Landlord Twenty Thousand Dollars (\$20,000), hereinafter referred to as "Security Deposit." Said Security Deposit shall secure the timely, full, and faithful performance by Tenant of each term, covenant, and condition of this Ground Lease. If, at any time, Tenant shall fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Ground Lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Ground Lease, use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to Landlord; (b) to make any required payment on Tenant's behalf; or, (c) to compensate Landlord for any loss, damage, or expense sustained by Landlord due to Tenant's default. In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. No interest shall accrue to the Tenant on the Security Deposit. Landlord shall not be deemed a trustee of the Security Deposit, and may commingle the Security Deposit with its other funds. Should Tenant comply with all the terms, covenants, and conditions of this Ground Lease and at the end of the Ground Lease Term leave the Property in the condition required by this Ground Lease, then said Security Deposit, less any sums owing to Landlord, shall be returned to Tenant within thirty (30) days after the termination of this Ground Lease and vacancy of the Property by Tenant.

7. DELIVERY.

A. Landlord shall use its best efforts to deliver to Tenant on the first day of the Ground Lease Term the actual and exclusive possession of the entire Property, clear

of all tenancies and occupancies. If for any reason Landlord cannot deliver possession of the Property to Tenant on the Commencement Date, Landlord shall have up to ninety (90) days from the Commencement Date to deliver possession, in which case Landlord shall not be subject to any liability nor shall Landlord's failure to deliver the Property on the Commencement Date affect the validity of this Ground Lease or the obligations of Tenant hereunder or extend the term hereof; provided that, in the case where Landlord is unable to deliver possession on the Commencement Date, Tenant shall not be obligated to pay any rent hereunder until possession of the Property is tendered to Tenant. Additionally, any and all requirements of Tenant that are triggered by the Commencement Date hereunder shall be delayed day for day until such time that the Landlord has delivered possession of the Property to Tenant.

B. The Property is leased to Tenant on an "as is" basis. Landlord shall not be required to make or construct any alterations including structural changes, additions or Improvements to the Property. By entry and taking possession of the Property pursuant to this Ground Lease, Tenant accepts the Property in "AS IS" condition. Tenant acknowledges that neither the Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Property for Tenant's intended use. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Landlord or Tenant, and Landlord and Tenant expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Ground Lease.

C. Subject to the provisions of Section 27 of this Ground Lease, Tenant shall have the right to demolish at its sole cost and expense any or all of the Existing Improvements, with no obligation to account for any salvage value and no obligation to restore or replace the demolished Existing Improvements upon expiration or termination of the Ground Lease.

8. USE OF PREMISES.

On and after the Commencement Date, the Property may be used by Tenant for the Project, as defined herein. Tenant shall not use the Property for any use other than that specified in this Ground Lease without the prior written consent of the Landlord. Tenant shall require all subtenants, licensees, and invitees to use the Property only in conformance with this use and with applicable governmental laws, regulations, rules, and ordinances. Tenant shall indemnify, defend, and hold Landlord harmless against any Claim(s) arising out of failure of Tenant to comply with any applicable law, regulation, rule or ordinance. Tenant shall not commit or suffer to be committed, any waste upon the Property, or allow any sale by auction upon the Property, or allow the Property to be used for any unlawful or criminal purpose. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property except in trash containers designated for that purpose. Tenant shall not permit anything to be done in or about the Property, which will increase the existing rate of insurance upon the Property, or cause the cancellation of any insurance policy covering said Property unless Tenant obtains prior written approval from Landlord and pays any increased premium. Tenant shall not use or

permit the use on the Property or any part thereof for any purposes which are inimical to public morals and welfare or morally objectionable. Tenant agrees to immediately respond to concerns expressed by neighbors or Landlord relating to the operation of the Property.

9. NET LEASE.

On and after the Commencement Date or the date that Tenant or Tenant's Agents (defined below) begin site preparation for the Project, whichever is sooner, and in addition to the Ground Rent, Tenant shall be obligated to pay before delinquency any and all taxes, assessments, levies, possessory interest taxes, operating expenses, insurance premiums, utilities, water, gas, light, heat, power, electricity, telephone, security service, trash pick-up, sewage fees and all other service costs, HVAC costs, costs of maintenance and repair of the Property, all costs of demolition of the Existing Improvements, and all costs of the Improvements to be constructed by Tenant in the Project, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever. The foregoing shall include, but not be limited to, assessments for public improvements or benefits which, during the Ground Lease Term, are laid, assessed, levied, or imposed upon or become due and payable and a lien upon, or represent an escape assessment from, any of the following: (i) the Property and/or any Existing Improvements or other Improvements situated thereon or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) the rent or income received from subtenants or licensees; or (iii) any use or occupancy of the Property and of any rights, obligations, easements and franchises as may now or hereafter be appurtenant, or appertain to the use thereof. Notwithstanding the foregoing, in the case of any special assessment levied upon the Property, or any part thereof, during the Ground Lease Term, Tenant shall be obligated to pay in full at the inception (or provide Landlord sufficient funds which, together with the accrual of investment yield thereon, shall be sufficient to pay to maturity all installments) the amount of any such special assessment. The provisions of this Section shall survive the expiration or earlier termination of this Ground Lease; provided, however, that except as provided in Section 27, nothing herein shall obligate Tenant to pay taxes and assessments which are both (i) imposed upon the Property or Improvements subsequent to the termination of this Ground Lease and (ii) applicable to a period or periods subsequent to the termination of this Ground Lease.

10. INDEMNIFICATION AND INSURANCE.

A. Tenant Indemnification. Tenant agrees to indemnify, defend, and hold harmless Landlord, its governing board, employees, representatives, and agents against any and all Claims in connection with, arising out of, or related to the operation, condition, use, or occupancy of the Property and all areas appurtenant thereto by Tenant or Tenant's agents, employees, contractors, independent contractors, representatives, or invitees (collectively, the "Tenant Agents"). This Ground Lease is made on the express representation and covenant by Tenant that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with

the condition, use, or occupancy of the Property specifically including, without limitation, any liability for injury including death to the person or damage to the property of the Tenant, its agents, officers, employees, licensees and invitees.

B. Landlord Indemnification. Landlord shall hold harmless and defend and indemnify Tenant from any Claims arising out of or relating to or in any way connected to Landlord's gross negligence or willful misconduct on the Property.

C. Commercial General Liability Insurance and Auto Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Ground Lease Term a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of at least Two Million Dollars (\$2,000,000) or One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000) per accident with no annual aggregate limit. Property damage limits shall be One Million Dollars (\$1,000,000) per loss. Tenant will, at its own expense, maintain coverage in conformance with the requirements of this Section, covering any and all claims arising out of the actions of the Tenant and all Tenant agents entering the Property, the operation, condition, use, or occupancy of the Property and all areas appurtenant thereto, including any and all Existing Improvements, Improvements (as defined in Section 13 hereof), asphalt surfaces and parking areas, pursuant to this Agreement, and also naming the District as an additional insured. Tenant's comprehensive auto liability policy shall insure all hired and non-owned vehicle(s) and, in the event Tenant operates vehicle(s), Tenant will provide owned auto insurance at the time of purchasing the vehicles. The insurance carrier, deductibles and/or self-insured retentions shall be approved by Landlord, which approval shall not be unreasonably withheld. Certificates of insurance evidencing the required coverage shall be provided to District at District's request as well as copies of endorsements stating that such policies shall:

- i. not be canceled or altered without thirty (30) days prior written notice to Landlord;
- ii. insure performance of the indemnity set forth in this Section 10.A;
- iii. state the coverage is primary and any coverage by Landlord is in excess thereto;
- iv. contain a cross liability endorsement; and
- v. include a separate endorsement naming Landlord as an additional insured.

Written notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required and Tenant shall deliver to Landlord a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Section 10.C.

D. Workers' Compensation Insurance. During the Ground Lease Term, Tenant shall comply with all provisions of law applicable to Tenant with respect to

obtaining and maintaining workers' compensation insurance. Tenant shall provide Landlord prior to the Commencement Date a certificate of insurance evidencing the existence of the policy required hereunder.

E. Commercial Subtenant Insurance. Subject to Section 33 of this Ground Lease, during the Ground Lease Term, Tenant shall require any Commercial Subtenant, as that term is defined in Section 33, of all or any portion of the Property to maintain in effect during the term of such sublease, insurance coverage equivalent to that required to be maintained by Tenant, however, Tenant and Landlord may, upon mutual agreement, reduce such insurance requirements depending upon Commercial Subtenant's use.

F. Tenant's Property Insurance. Tenant acknowledges that the insurance maintained by Landlord on the Property will not be required to insure any of Tenant's property or Improvements made by Tenant. Accordingly, Tenant shall at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, Improvements made by Tenant and personal property in, about, or on the Property. Said policy shall be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of Tenant's property. Tenant shall deliver to Landlord prior to the Commencement Date, a certificate of insurance evidencing the existence of the policy required hereunder.

G. Insurance Limits, Rating of Insurers and Certificates. It is the intent of the Parties that policy limits set herein shall be raised by Landlord from time to time during the term of this Ground Lease to account for (i) increases in Ground Rent for the Property, (ii) increases in the estimated full replacement cost of the Property, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this Ground Lease, all as reasonably determined by Landlord in cooperation with Tenant. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus:VII and subject to the approval of Landlord per Section 10.C of this Ground Lease. Tenant shall furnish Landlord with the original certificates and amendatory endorsements evidencing the required coverages.

H. Mutual Release. Each Party hereby releases the other Party, and its partners, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Property or to the furnishings, fixtures, equipment, inventory or other personal property of Tenant or its subtenants in, about, or upon the Property, which is caused by perils, events or happenings which are covered by the insurance required by this Ground Lease or which are the subject of insurance carried by Tenant and in force at the time of such loss. Each Party shall procure an appropriate clause in, or an endorsement to, all policies required by this Ground Lease or any other insurance policy maintained by Tenant or Landlord, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the other Party.

11. MORTGAGE OF LEASEHOLD.

On and after the Commencement Date, Tenant shall have the right, without Landlord's consent, to mortgage its interest in the Ground Lease or any part thereof under any leasehold mortgage. Upon Landlord being notified of the making of any such leasehold mortgage, Landlord agrees that: (a) as a result of any default by Tenant under the Ground Lease there shall be no cancellation or termination of the Ground Lease by Landlord without first providing the leasehold mortgagee an opportunity to satisfy said default within a reasonable time; (b) Landlord shall give any leasehold mortgagee simultaneous notice of any default and the leasehold mortgagee shall have the same period of time provided to Tenant under this Ground Lease after service of such notice (plus an additional, reasonable period of time) to remedy the default; and Landlord shall accept such performance as if the same had been performed by Tenant; (c) upon written notice from the leasehold mortgagee to Landlord that it is taking possession of the Project and upon assumption of possession of the Project prior to completion of foreclosure proceedings, the leasehold mortgagee shall have all rights of Tenant; (d) the leasehold mortgagee shall not be obligated to perform any obligations of Tenant unless and until such leasehold mortgagee actually enters and takes possession of the Project as a result of foreclosure or the exercise of other remedies of the leasehold mortgagee; (e) if the Ground Lease is terminated for any reason, the leasehold mortgagee that has cured Tenant's defaults shall have the right to enter into a new ground lease with Landlord for the same use of the Property and the same terms and conditions of the Ground Lease for the remaining Ground Lease Term; and (f) Landlord will execute any reasonable agreement acknowledging the above rights of any leasehold mortgagee. In all events, such leasehold mortgage shall be subordinate to Landlord's fee title interest in the Property.

12. MAINTENANCE AND REPAIR.

On and after the Commencement Date or commencement of site work by Tenant or Tenant's Agents for the Project, whichever is sooner, Tenant shall, at its cost, maintain and repair the Property and any Existing Improvements or Improvements thereon in a good, safe, and clean condition. Landlord shall have no maintenance or repair obligations with respect to the Property. If Landlord is required to perform maintenance that is not Landlord's obligation, in order to keep the Property in good and safe condition, Tenant shall reimburse Landlord, as additional rent, within fifteen (15) days after receipt of billing, for the cost of such maintenance and repairs which are the obligation of Tenant hereunder.

The term "maintain and repair" shall be defined as routine, regular or necessary maintenance. Tenant hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of Landlord as provided in Section 1942 of said Civil Code.

With regard to any Improvements on the Property, as defined in Section 13 of this Ground Lease, below, if such Improvements cannot be maintained in good condition and

repair, Tenant shall update or replace such Improvements in accordance with the requirements of Section 13. Notwithstanding the above, if prior to expiration of the Feasibility Period Landlord had been notified by any governing authority that any defect(s) existed on the Property, if Landlord was required to correct the defect(s) but neglected to do so, and if Landlord failed to notify Tenant of these circumstances, then Tenant shall not be required to correct the defect(s).

Should the Parties prior to expiration of the Feasibility Period discover a defect that will substantially impact Tenant's ability to accomplish the Project, and if such defect will not be cured by construction of the Project, then Landlord and Tenant shall negotiate payment responsibility to correct the defect.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

A. Construction of Improvements. Following the receipt of the Entitlements, Tenant shall promptly commence construction of the Project, subject to the occurrence of any Force Majeure Events. Such construction may include, at Tenant's sole cost and expense, buildings, roadways, sidewalks, fences, playgrounds, parking areas, utilities, signs, monuments and landscaping which Tenant deems necessary to the operation of the Project. Throughout the Ground Lease Term, and subject to the requirements of this Section 13, Tenant may also construct additional alterations, additions, or improvements on the Property (collectively with the Project-related improvements discussed above, "Improvements"). Any and all prime contractors retained by Tenant to demolish Existing Improvements, construct future Improvements, and/or supervise, coordinate, or oversee such demolition and construction of Existing Improvements or Improvements on the Property, shall be referred to in this Section 13 as "Contractor." Any subcontractors hired or retained by Contractor to carry out the foregoing work shall be referred to in this Section 13 as "Subcontractors." As used in this Section, "Force Majeure Events" shall mean and include any of the following events: acts of nature, earthquakes, floods and unusual weather conditions not reasonably expected for the Property and the time of year in question (based upon the 5-year average of the occurrence of such weather conditions, as substantiated by statistical data compiled and published by the National Oceanic and Atmospheric Administration), but only to the extent such weather delays adversely affect the critical path of performance; riots, civil insurrection or war; strikes, lockouts or picketing (legal or illegal); governmental action or governmental delays by public agencies other than Landlord (except as herein below provided and not including the customary processing, review and/or approval times normally associated with obtaining the Entitlements), and moratoria; fire or other unavoidable casualties or events of destruction; unavailability of, or substantial and material reduction in capacity for, fuel, power, supplies, materials or labor (and unavailability of any reasonable, practicable alternatives); and unusual delays in deliveries; provided, however, that in every such event: (a) Tenant shall immediately commence and thereafter continuously make diligent, good faith, reasonable efforts to overcome the Force Majeure Event at the earliest possible time; (b) Tenant shall notify Landlord in writing of the occurrence of each Force Majeure Event within ten (10) business days after Tenant first has knowledge of the occurrence of such Force Majeure Event; (c) delays caused by a violation of

applicable laws, codes, statutes, ordinances or regulations by the Tenant or Tenant Agents, or delays caused by the negligence of the Tenant or Tenant Agents, shall not be Force Majeure Events; and (d) in no event shall Tenant's financial inability to perform its obligations, or the Tenant's bankruptcy or insolvency, constitute or be deemed to be a Force Majeure Event.

B. Landlord Approval. For any and all Improvements installed by Tenant on the Property, Tenant must, prior to commencing construction, obtain written approval from Landlord, which must be expressly made by Landlord in writing. Landlord and Tenant recognize that such approvals may be completed in phases, such that Tenant initially requests conceptual approval and, if approved by Landlord, then proceeds to draw the plans and specifications, which plans and specifications must also be approved by Landlord. Landlord shall respond to Tenant with said approval or disapproval within thirty (30) days after Landlord receives a written request with architectural plans and drawings from Tenant. Landlord's approval shall not be unreasonably withheld or delayed.

C. Financial Assurances. Not less than fifteen (15) days prior to the construction, major repair, renovation or demolition of any Existing Improvements or future Improvements, Tenant shall provide Landlord with information regarding the Contractor's financial condition and evidence to Landlord's reasonable satisfaction that adequate funds to complete the Improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in Landlord's discretion, a completion guarantee. No construction shall commence until Landlord has given Tenant written acceptance of such assurances.

D. Written Notice. Tenant shall give Landlord fifteen (15) days prior written notice before commencing any work on the Property so that Landlord may post such notices of non-responsibility with respect thereto as Landlord may deem appropriate. Tenant shall not commence work on the Property until Landlord has posted notice of non-responsibility or has provided Tenant with written response waiving posting of notice of non-responsibility.

E. Evidence of Approvals. Not less than fifteen (15) days prior to commencing the construction, major repair, renovation or demolition of any Existing Improvements or future Improvements on the Property, Tenant shall provide Landlord with sufficient evidence that it has obtained all required approvals and permits for the work and that Tenant, Tenant's Contractor(s), and Tenant's Subcontractors have in effect, with premiums paid, casualty and liability insurance (including builder's risk) coverage and workers' compensation in a form and in an amount satisfactory to Landlord.

F. Diligent Completion. Upon commencement of construction of any Improvements, Tenant shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by Landlord, subject to unavoidable delays caused by a Force Majeure Event.

G. Compliance with Laws; Bonds. All work on Existing Improvements and Improvements shall be performed in a sound and workmanlike manner, in compliance with the applicable laws and building codes, in conformance with the plans and specifications approved by Landlord, the City, and any other agency having jurisdiction, or any modifications thereto which have been approved in writing by Landlord. Prior to commencement of any Improvements, Tenant shall apply for and obtain separate payment and performance bonds for said Improvements, which shall cover 100% faithful performance (during construction and one year after completion, and during any warranty or guarantee period) of and payment of all obligations arising under any and all agreement(s) for construction of the Improvements and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for construction of the Improvements. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California, and shall name Landlord as a co-obligee. Prior to commencing construction of any Improvement(s), Tenant shall provide District with evidence of obtaining sufficient bonding under this Section. Tenant also agrees to comply with all applicable Labor Code provisions, including prevailing wage laws, with respect to construction on the Property.

H. Local Hiring. Tenant shall prioritize the hiring of Oakland residents in contracting for the design and construction of any and all Improvements on the Property, including the Project. Tenant shall make its best efforts to comply with the local hiring requirements described in the District's Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"), which currently requires fifty percent (50%) mandatory local participation on all District construction related contracts and professional service agreements.

I. Landlord Right to Inspect. With prior notice to Tenant, Landlord or Landlord's agent shall have a continuing right at all times during the period that Improvements are being constructed on the Property to enter the Property and to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. Tenant shall require its Contractors, and shall require its Contractors to require those Subcontractors hired by Tenant's Contractors, who construct or oversee the construction of Improvements on the Property to cooperate reasonably with Landlord or its agent in such inspections. In connection with any entry by Landlord or Landlord's agent pursuant to this Subsection 13.I, Landlord covenants and agrees to defend (by counsel reasonably acceptable to Tenant), indemnify and hold harmless Tenant and its officers, directors, and employees, from and against any and all Claims which arise as a result of damage to property or injury to persons caused by the negligence or willful misconduct of Landlord or its agent.

J. As-Built Plans. Within ninety (90) days after completion of construction of any work of improvement on the Property, Tenant shall deliver to Landlord two (2) full and complete sets of as-built plans for the work so completed.

K. Landlord Cooperation. Landlord shall cooperate with Tenant by executing and recording such applications for zoning or use permits necessary for the operation of Tenant's intended use on the Property as may be reasonably required to complete Tenant's Improvements, however, no cost shall accrue to or be borne by Landlord and Tenant shall indemnify and hold Landlord harmless from and against any Claims arising out of or related to Tenant's application for, issuance of, or operation under such zoning or use permit.

14. CASUALTY DAMAGE.

In the event that any material portion of the Property are destroyed or damaged by an uninsured peril, Landlord and Tenant may, upon written notice to the other, given within sixty (60) days after the occurrence of such damage or destruction, elect to terminate this Ground Lease; provided, however, that either Party may, within thirty (30) days after receipt of such notice, elect to make the required repairs and/or restoration at such Party's sole cost and expense, in which event this Ground Lease shall remain in full force and effect, and the Party having made such election to restore or repair shall thereafter diligently proceed with such repairs and/or restoration. As used herein, a "material portion of the Property" consists of any portions of the Property which, when damaged or destroyed by an uninsured peril, would substantially impair Tenant's continued use and occupation of the Property.

15. DEFAULT.

A. Events of Default. From and after the Effective Date, a breach of this Ground Lease shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:

i. Default in the payment when due of any installment of rent or other payment required to be made by Tenant hereunder, including the Initial Deposit, Second Deposit, and the Security Deposit, and such default shall not have been cured within ten (10) days after written notice from Landlord;

ii. Tenant's failure to perform any other term, covenant or condition contained in this Ground Lease and such failure shall have continued for thirty (30) days after written notice of such failure is given to Tenant;

iii. The sequestration of, attachment of, or levy on, any substantial part of the property of Tenant or on any property essential to the conduct of Tenant's operations on the Property, shall have occurred and Tenant shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;

iv. The Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;

v. The Tenant or any guarantor of Tenant's obligations hereunder shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seek appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property;

vi. The Tenant or any such guarantor shall take any corporate action to authorize any of the actions set forth in Subsections iv or v above;

vii. Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (ii) remains undismissed for a period of forty-five calendar (45) days.

B. Remedies. Upon any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law, to which Landlord may resort cumulatively, or in the alternative:

i. Recovery of Sums Due. Landlord shall be entitled to keep this Ground Lease in full force and effect (whether or not Tenant shall have abandoned the Property) and to enforce all of its rights and remedies under this Ground Lease, including the right to recover rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each late installment of rent or other sum until paid.

ii. Termination. If the Event of Default occurs prior to the Commencement Date, Landlord may terminate this Ground Lease upon expiration of the cure periods listed in Section 15.A, above, effective upon providing to Tenant written notice of termination. On the giving of the notice, all of Tenant's rights in the Property shall terminate. Upon the giving of the notice of termination, Tenant shall surrender and vacate the Property in the condition required by Section 27 of this Ground Lease, and Landlord may re-enter and take possession of the Property and all the remaining Existing Improvements, Improvements, or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant, or eject some and not others, or eject none. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or rent previously accrued or then accruing against Tenant. In no

event shall any one or more of the following actions by Landlord following the Commencement Date constitute a termination of this Ground Lease:

- (a) maintenance and preservation of the Property;
- (b) efforts to relet the Property;
- (c) appointment of a receiver in order to protect Landlord's interest hereunder;
- (d) consent to any subletting of the Property or assignment of this Ground Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- (e) any other action by Landlord or Landlord's agents intended to mitigate the adverse effects from any breach of this Ground Lease by Tenant.

iii. Damages. In the event this Ground Lease is terminated after the Commencement Date, Landlord shall be entitled to damages in the following sums:

- (a) the worth at the time of award of the unpaid rent which has been earned at the time of termination; plus,
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus,
- (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and,
- (d) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Ground Lease, or which in the ordinary course of things would be likely to result therefrom including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Property; (ii) real estate broker's fees, reasonable advertising costs and other expenses of reletting or selling the Property; (iii) costs of carrying the Property and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Property; and, (v) any unamortized real estate brokerage commission paid in connection with this Ground Lease;
- (e) the "worth at the time of award" of the amounts referred to in Subsections (a) and (b) of this Section, is computed by allowing interest at the rate of Bank of America's or its successor reference rate plus three percent (3%) per annum. The "worth at the time of award" of the amounts referred to in Subsection (c) of this Section

is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term "rent" as used in this Section shall include all sums required to be paid by Tenant to Landlord pursuant to the term of this Ground Lease during the Ground Lease Term.

16. MECHANICS LIEN.

From and after the Effective Date, Tenant shall: (i) pay for all labor and services performed for, materials used by or furnished to Tenant or any contractor employed by Tenant with respect to the Property; and (ii) indemnify, defend and hold Landlord and the Property harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, materials, used by or furnished to Tenant or any contractor employed by Tenant with respect to the Property; and, (iii) give notice to Landlord in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for the use upon the Property; and, (iv) permit Landlord to post a notice of non-responsibility in accordance with the statutory requirements of California Civil Code Sections 8442 and 8444, or any amendment thereof. In the event Tenant is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include Landlord as an additional obligee.

17. SALE OR LEASE OF THE PROPERTY. At any time within eighteen (18) months prior to the expiration of the Ground Lease Term, Landlord, for the purpose of showing the Property to prospective tenants / bidders may place upon the Property "For Lease" or "For Sale" signs, provided said signs shall not suggest that Tenant's business is for sale. In exercising its rights under this Section, Landlord shall not unreasonably interfere with Tenant's, or any permitted subtenant's, lawful activities on the Property.

18. HOLDING OVER.

Should Tenant hold over in possession after the expiration of the Ground Lease Term or any extended term of this Ground Lease, such holding over shall not be deemed to extend the term or renew the Ground Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 200% (two hundred percent) of the monthly rental of the last expiring term unless a different rental amount is mutually agreed to by the Tenant and Landlord.

19. NOTICES.

Any notices which either of the Parties hereto are required or may desire to send or deliver to give to the other Party, shall be served on the Parties at the addresses set forth below:

Landlord: Oakland Unified School District
 ATTN: Tadashi Nakadagawa, Deputy Chief of Facilities
 955 High Street

Oakland, CA 94601
Phone: (510) 879-8200
Email: tadashi.nakadagawa@ousd.org

Oakland Unified School District
ATTN: General Counsel
1000 Broadway, Suite 300
Oakland, CA 94607
Phone: (510) 879-8200
Email: ousdlegal@ousd.org

Tenant: Eagle Environmental Construction & Development, LLC
ATTN: Ronald Batiste
2775 Butters Drive
Oakland, California 94602
Phone: (510) 530-2480
Email: rbatiste@eec-corp.com

Unless otherwise specified herein, any such notices shall be either (1) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; (2) sent by electronic transmission (e-mail) or telefax (with a true and complete copy sent by overnight courier service), in which case notice shall be deemed delivered upon transmission of such notice; or (3) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. The date of service of any such notice mailed as aforesaid, shall be deemed to be five (5) days after the date of such mailing, and the date of service of any such notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office. A Party's address may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

20. ATTORNEYS' FEES.

In the event either Party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Ground Lease, to recover rent or possession of the Property, to terminate this Ground Lease, or to enforce, protect, or establish any term or covenant of this Ground Lease or right or remedy of either Party, the prevailing Party shall be entitled to recover as a part of such action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing Party" shall mean the Party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

21. ASSIGNMENT.

A. Assignment to Affiliate. Commencing on the Effective Date, Tenant may assign this Agreement to any person or entity affiliated with Tenant for uses consistent with those set forth herein, without Landlord's consent, provided that Tenant must provide Landlord with advance written notice of any such assignment at least fourteen (14) days prior to the effective date of such assignment. As used in this Section, a "person or entity affiliated with Tenant" shall mean any corporation or non-corporate business entity, which controls, or is controlled by, or is under common control with the Tenant. A corporation or non-corporate business entity shall be deemed as in control of another corporation if it owns or directly controls at least fifty-one percent (51%) of the voting stock of the other corporation, or (a) in absence of the ownership of at least fifty-one percent (51%) of the voting stock of a corporation, or (b) in the case of a non-corporate business entity, if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or non-corporate business entity, as applicable. The notice in this Section 21.A shall include reasonable proof of status as a "person or entity affiliated with Tenant."

B. Assignment to Non-Affiliate. Any other assignment shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned if the assignee's use will be consistent with those set forth herein. For any other proposed uses, Landlord may approve or deny the assignment in its sole and absolute discretion. Landlord shall respond to Tenant's written request for approval of a proposed assignment ("Written Request") within forty-five (45) days ("Approval Period") after Landlord's receipt of such Written Request. Landlord's failure to respond to Tenant's Written Request within such Approval Period shall be deemed to be Landlord's approval of the proposed assignment if all of the following conditions are satisfied: (1) upon expiration of the Approval Period, Tenant must provide Landlord with a second written notice ("Second Notice") and seven (7) days to cure the failure to respond, (2) both the Written Request and the Second Notice must expressly provide that Landlord's failure to respond will be deemed approval of the proposed assignment pursuant to this Section 21.B of the Ground Lease, (3) both the Written Request and Second Notice must enclose a copy of Section 21 of the Ground Lease, and (4) both the Written Request and the Second Notice must comply with the Notices provisions of Section 19 of this Ground Lease and be sent by certified mail. If Landlord fails to respond within seven (7) days of Landlord's receipt of the Second Notice, Landlord's resulting approval of the assignment shall be effective on the eighth day following such receipt. The terms, conditions and provisions of this Ground Lease are intended to and shall run with title to the Land for the term of this Ground Lease.

C. Binding Assignment. Notwithstanding Sections 21.A and/or 21.B of this Ground Lease, no sale, assignment or transfer shall be effective until there shall have been delivered to Landlord an agreement, or a duplicate original of such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee whereby such assignee agrees, expressly for the benefit of Landlord, to assume, keep and perform, and be bound by each and all of the covenants, conditions, restrictions

and provisions herein contained on the part of Tenant, and any such assignment or transfer shall be subject to each and all of such covenants, conditions, restrictions and provisions hereof.

D. Tenant Continuing Responsibility. Notwithstanding Section 21.A and/or 21.B of this Ground Lease, in the event of an assignment properly approved by Landlord to a person or entity who, on the basis of generally accepted accounting principles consistently applied, has a net worth and credit worthiness equal to or greater than that of Tenant at the time of the assignment, Tenant shall be released from all covenants, conditions, restrictions and provisions of this Ground Lease for the period of time after such assignment. In the event of a properly approved assignment to a person or entity with a net worth and credit worthiness less than that of Tenant, Tenant shall continue to be responsible for the performance of all covenants, restrictions, and provisions of this Ground Lease. Any assignment in violation of this Section shall be void and of no effect. Tenant agrees that the Landlord may assign any interest in this Ground Lease, as required or desired at any time, provided that such assignment will not disturb the Tenant's possession and quiet enjoyment of the Property, so long as the Tenant is not in default under this Ground Lease or under the provisions of any notification received by the Tenant from the Assignee of this Ground Lease. Landlord shall provide notice of any such assignment to Tenant.

22. SUCCESSORS.

This Ground Lease contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the Parties hereto, except as provided in Section 21 of this Ground Lease.

23. SURRENDER OF GROUND LEASE NOT MERGER.

The voluntary or other surrender of this Ground Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing permitted subleases or subtenants, or operate as an assignment to Landlord of any or all such subleases or subtenants.

24. WAIVER.

The waiver by Landlord or Tenant of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

25. GENERAL.

A. The captions and section headings used in this Ground Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Ground Lease.

B. Time is of the essence for the performance of each term, covenant and condition of this Ground Lease.

C. If any provision of this Ground Lease is held invalid, void, or unenforceable by a court of competent jurisdiction, but the remainder of the Ground Lease can be enforced without failure of material consideration to any Party, then this Ground Lease shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Ground Lease results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Ground Lease upon providing written notice of such termination to the other Party.

D. If Tenant is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Tenant hereunder.

26. SIGNS.

Commencing on the Commencement Date, Tenant shall at Tenant's cost have the right and entitlement to place Tenant's signs on the Property, and otherwise to advertise its services, provided Tenant obtains the written prior approval and consent of Landlord, such approval and consent not to be unreasonably withheld, and is in compliance with the local ordinances pertaining thereto. In connection with the placement of such signs, Landlord agrees to cooperate with Tenant in obtaining any governmental permits which may be necessary, provided that Landlord shall not incur any costs associated with such permits. Throughout the Ground Lease Term, Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Ground Lease, Tenant shall remove any signs which it has placed on the land or buildings in which the Property are located, and shall repair any damage caused by the installation or removal of such sign.

27. SURRENDER OF THE PROPERTY.

On the last day of the Ground Lease Term hereof, or on sooner termination of this Ground Lease, Tenant shall surrender to Landlord the grounds located on the Property in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances. Tenant shall also surrender any Improvements constructed on the Property in good order, condition and repair, as approved and constructed, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances. This Ground Lease shall operate as a conveyance and assignment of any such Improvements to Landlord. Tenant shall remove from the Property all of Tenant's

personal property, trade fixtures, and any Improvements made by Tenant which Tenant and Landlord agreed would be removed by Tenant. All property not so removed shall be deemed abandoned by Tenant. If the Property is not so surrendered at the termination of this Ground Lease, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Property including, without limitation, any claims made by any succeeding Tenant or losses to Landlord due to lost opportunities to Ground Lease to succeeding tenants.

28. LANDLORD'S COVENANTS.

Landlord covenants, warrants and represents that it has full right and power to execute and perform this Ground Lease, and to grant the estate to be demised herein, and covenants that Tenant on paying rent as herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised Property and all right, easements, appurtenances and privileges belonging or in any way appertaining thereto, during the Ground Lease Term and any extension or renewal thereof.

29. BROKERAGE.

Landlord and Tenant agree that no broker other than DCG Strategies, the Landlord's real estate broker, and Colliers, the Tenant's real estate broker, were involved in any of the negotiations which preceded this Ground Lease or in the procuring of same. The Parties agree that Landlord shall compensate DCG Strategies pursuant to a separate written agreement. Landlord and Tenant agree that if any other claim be made for brokerage fees by, through or on account of any acts of Landlord or Tenant or their respective representatives, the Party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

30. HAZARDOUS MATERIALS.

Landlord and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Property including any Improvements made by Tenant.

A. Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) listed under Section 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the

California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

B. Hazardous Materials. Tenant shall not at any time cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Property and any Improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, household, and janitorial cleaning supplies adhesives, and lubricants (which shall be used and stored in strict compliance with Hazardous Materials Laws). Tenant shall comply with all Hazardous Materials Laws.

C. Responsibility of Tenant. From and after the Commencement Date, Tenant, having had a chance to inspect and test the Land and the Property for Hazardous Materials, shall be solely responsible for all environmental matters affecting the Property and any Improvements. Without limiting the preceding sentence:

i. Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Property and any Existing Improvements or other Improvements by any person or entity shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Ground Lease.

ii. It shall be the duty of Tenant to ensure that the Property and any Improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Property and Improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Hazardous Materials Laws.

iii. Tenant shall have and discharge all of the duties and obligations of the owner of the Property and Improvements under applicable Hazardous Materials Laws, including, but not limited to, response and remediation; and

iv. Tenant shall be responsible for all liability to third parties who may be harmed or claim harm resulting from an environmental condition on or about the Property and any Improvements.

D. Hazardous Materials Indemnification. Tenant shall indemnify, defend upon demand with counsel reasonably acceptable to Landlord, and hold harmless Landlord and its trustees, agents and employees from and against any Claims which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Property and any Improvements by Tenant or Tenant's agents, employees, contractors, or subtenants, at any time.

E. Tenant Action. If the presence of Hazardous Materials on the Property and any Improvements (from any source whatsoever) at any time results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Tenant is responsible therefor, then Tenant shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Property and any Improvements or any part thereof. Tenant shall further be solely responsible for, and shall defend, indemnify and hold Landlord and its agents harmless from and against, all Claims arising out of or in connection with any investigation and remediation required hereunder to return the Property and any Improvements to full compliance with all Hazardous Materials Laws.

F. Notice. Any time after the Effective Date, Landlord and Tenant shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the Property and any Improvements, and (ii) any contamination of the Property and any Improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. At any time during the Term, Tenant shall, within thirty (30) days after written request therefore received from Landlord, disclose in writing all Hazardous Materials that are being used by Tenant or Commercial Subtenants on the Property and any Improvements, the nature of such use, and the manner of storage and disposal.

G. Monitoring Wells. After the Commencement Date, in the event that Landlord has reason to believe that Tenant or any of Tenant's subtenants may have caused Hazardous Materials to be released on the Property, Landlord may require that, at Tenant's expense, testing wells be installed on the Property at locations determined by Landlord and Tenant, and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Tenant shall comply promptly with any such request.

H. Survival. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Ground Lease. The rights and obligations of Landlord and Tenant with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Ground Lease and this Section, the terms of this Section shall control.

I. In the event that Tenant causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Property, such as, but not limited to remodeling or other construction, Tenant shall be solely responsible for all costs associated with the proper handling, mitigation, remediation and disposal of such Hazardous Materials and all related cleanup.

31. CODE COMPLIANCE.

During the Ground Lease Term, Tenant, at its sole cost and expense, shall promptly comply with all requirements of all federal, state and municipal governments, agencies, courts, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Property. Notwithstanding any provisions to the contrary contained in this Ground Lease, in the event the City of Oakland or any agency or department thereof with jurisdiction requires that the buildings on the Property be brought up to building code, regulation or other standard other than in connection with Improvements to be constructed on the Property by Tenant, Tenant shall be responsible for the costs of such work and other related issues. In the event the City of Oakland, or any other public agency with jurisdiction over the health and safety of the Property, requires testing of the Property, the Tenant shall cooperate with the Landlord to permit such testing to take place. In such event, Landlord and Tenant shall meet and confer and attempt in good faith to determine which Party shall be responsible for the costs of such testing. If the Parties are unable to agree, then Tenant shall bear such costs, and shall be entitled to reimbursement from the Landlord if it is later determined that the need for the testing was a result of the Landlord's act or omission.

32. ASBESTOS AND LEAD PAINT.

A. Asbestos Notice. According to a report prepared by Professional Service Industries dated June 9, 2021, a copy of which the District shall provide to Tenant after mutual execution of this Agreement, portions of the buildings on the Property contain asbestos-containing construction materials ("ACM"). While the mere presence of undisturbed and non-friable ACM in a building does not present a health hazard, exposure to airborne asbestos fibers can cause asbestos-related diseases. Asbestos is listed under Proposition 65 as a chemical known to the State of California to cause cancer. Tenant shall be responsible, at its sole cost, for any necessary mitigation, abatement, or removal of ACM from the Property, and shall indemnify and hold Landlord harmless from any Claims which may result from the existence of asbestos on the Property from and after the Commencement Date. Tenant shall disclose the existence of asbestos on the Property, if applicable, to all of Tenant's sub-tenants. Landlord is unaware of any specific required immediate handling restrictions or procedures which might be necessary in any particular situation to avoid exposure to the asbestos in the Property's buildings. Tenant is encouraged to contact local, state or federal public health agencies in order to obtain further information regarding handling procedures and restrictions.

B. Lead Paint. Landlord represents that the Property may contain lead paint and that in the event of any work performed by Tenant that may disturb any existing lead

paint, Tenant shall take all applicable legal requirements and necessary steps to mitigate and abate the presence and possible disturbance of lead paint.

33. SUBLEASING.

A. Provided Tenant is not then in default under this Ground Lease, and provided Tenant complies with the requirements of this Section 33, Tenant shall have the right, at any time during the Ground Lease Term, with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, to sublet all or any portion of the Property. Tenant may sublet units in the Property to residential tenants exclusively for residential use ("Residential Subtenant"), and may also sublet all or portions of the Property to businesses in order for such businesses to manage the Property ("Commercial Subtenant"). Tenant shall ensure that (a) each Commercial Subtenant sublease shall be subject to each and all of the covenants, conditions, restrictions and provisions of this Ground Lease, including the early termination clauses; (b) Landlord shall have no obligation to accept the attornment of any subtenant; (c) no sublease shall extend beyond the Ground Lease Term without Landlord's express written consent thereto which may be withheld in Landlord's sole and absolute discretion; and (d) within (10) days after the execution thereof by the Parties, Tenant shall deliver to Landlord a full, true, and complete copy of every Commercial Subtenant sublease and of all amendments or modifications thereto.

B. Regardless of Landlord's consent, no subletting shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Ground Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Ground Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any subtenant of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said subtenant.

34. NO SUBORDINATION.

Nothing in this Section or in any other provision of this Ground Lease shall be construed as an agreement by Landlord to subordinate its fee interest in the Property to any Ground Leasehold mortgage or other lien or right. Landlord shall not be responsible directly or indirectly for any debt obtained by Tenant or for any liens or encumbrances placed on the leasehold interest of Tenant. Landlord's interest in the Property or the Ground Lease shall not be subject to any risk of foreclosure as a result of any lien or encumbrance created by or on behalf of Tenant. No Ground Leasehold mortgage shall impair Landlord from enforcing its rights and remedies herein or by law provided Tenant shall not encumber or lien its Ground Leasehold interest in the Property without the prior written consent of Landlord, which consent shall be at the sole discretion of Landlord.

35. RIGHT OF FIRST REFUSAL.

If Landlord shall desire to dispose of its interests in the Property to a third party at any time during the Ground Lease Term, then Landlord shall provide Tenant with written notice of Landlord's desire or intent to dispose of the Property. Such notice shall include the price and terms upon which Landlord desires to dispose of the Property to a third party, and Tenant shall have a period of sixty (60) days after receipt of the notice to notify Landlord in writing whether Tenant wishes to acquire such interest at the price and on the terms set forth in Landlord's notice. Should Tenant provide timely notice to Landlord of Tenant's desire to purchase the Property upon the terms and conditions described in the notice, then the Parties shall thereafter endeavor in good faith to negotiate a purchase and sale agreement for the Property. If the Tenant (i) elects not to purchase the Property or a portion thereof, (ii) fails to give notice of its intention within the 60-day period, or (iii) the Parties are unable to agree to the terms of a mutually acceptable purchase and sale agreement, Landlord shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice.

36. ENTIRE AGREEMENT.

This Ground Lease constitutes the entire understanding between the Parties hereto and no addition to or modification of, any term or provision of this Ground Lease shall be effective until set forth in writing signed by both Landlord and Tenant.

37. SIGNATURES IN COUNTERPART.

This Ground Lease may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed duplicate original of the Ground Lease.

38. WARRANTY OF AUTHORITY.

The persons who have signed this Ground Lease warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Ground Lease.

39. MEMORANDUM OF GROUND LEASE.

Upon satisfaction of the Entitlement Contingency, Landlord and Tenant shall have executed and acknowledged a Memorandum of Ground Lease, in the form attached hereto as Exhibit B. Promptly after the Commencement Date, Landlord shall record the Memorandum of Ground Lease with the County Recorder for Alameda County. In the event of early termination of this Ground Lease for any reason whatsoever, the Parties shall execute and record a Quitclaim Deed confirming the termination of the Ground Lease and release of the Memorandum of Ground Lease.

40. VENUE.

This Ground Lease shall be construed and enforced in accordance with the laws of the State of California and venue shall lie only in Alameda County.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease, through their respective officers or representatives, duly authorized, as of the month, day and year shown below.

TENANT:

EAGLE ENVIRONMENTAL CONSTRUCTION & DEVELOPMENT,
a California limited liability company

By: Ronald Batiste

By: Deborah A. McFell

Name: RONALD BATISTE

Name: Deborah A. McFell

Title: PRESIDENT, MANAGING MEMBER

Title: Managing Partner

Date: 7-6-2021

Date: 10th July 2021

LANDLORD:

OAKLAND UNIFIED SCHOOL DISTRICT,
a California public school district

Shanthy Gonzales

Shanthy Gonzales

President, Board of Education

Dr. Kyla Johnson-Trammell

Dr. Kyla Johnson-Trammell

Superintendent and Secretary, Board of Education

Approved as to form: _____

Brad Sena, Lozano Smith
District Legal Counsel

Attachments: Exhibit A: Legal description of the Property
Exhibit B: Form of Memorandum of Ground Lease
Exhibit C: Commencement and Expiration Date of Ground Lease Term

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.

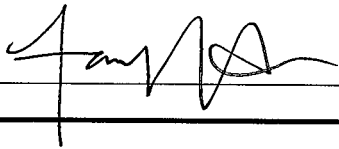
State of California
County of Alameda)

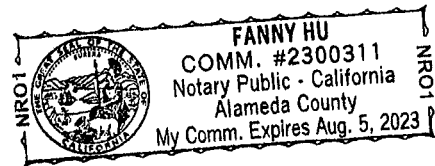
On August 6 2021 before me, Fanny Hu, Notary Public
(insert name and title of the officer)

personally appeared Kyla Johnson,
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)



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 Alameda)

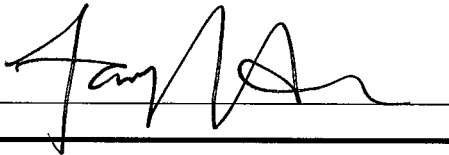
On August 6 2021 before me, Fanny Hu, Notary Public
(insert name and title of the officer)

personally appeared Shanthy Gonzales
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.

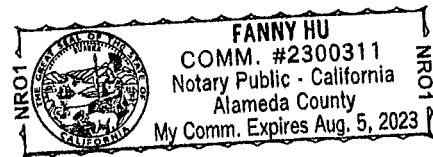
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



40. VENUE.

This Ground Lease shall be construed and enforced in accordance with the laws of the State of California and venue shall lie only in Alameda County.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease, through their respective officers or representatives, duly authorized, as of the month, day and year shown below.

TENANT:

**EAGLE ENVIRONMENTAL CONSTRUCTION & DEVELOPMENT,
a California limited liability company**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LANDLORD:

**OAKLAND UNIFIED SCHOOL DISTRICT,
a California public school district**

Shanthy Gonzales
President, Board of Education

Dr. Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education



Approved as to form: _____
Brad Sena, Lozano Smith
District Legal Counsel

- Attachments: Exhibit A: Legal description of the Property
- Exhibit B: Form of Memorandum of Ground Lease
- Exhibit C: Commencement and Expiration Date of Ground Lease Term

EXHIBIT A

Description of Property

The Property is an approximately 0.71 acre, irregularly-shaped portion of land with building improvements. The topography of this area is generally level on approximately 0.44 acres of the site, with an additional 0.27 acres of hillside. The Property is the southern portion of a larger 6.86-acre parcel.



EXHIBIT B

FORM OF MEMORANDUM OF GROUND LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Eagle Environmental Construction & Development, LLC
ATTN: Ronald Batiste
2775 Butters Drive
Oakland, California 94602

MEMORANDUM OF GROUND LEASE

This Memorandum is entered into as of this ____ day of _____, 2021, by and between **Oakland Unified School District** (“District”) and **Eagle Environmental Construction & Development, LLC** (“Tenant,” and collectively with the District, “Parties” or each individually, a “Party”).

The District is the owner of that certain real property consisting of 0.71 acres located at 4551 Steele Street, in the City of Oakland, Alameda County, California, and consisting of Assessor’s Parcel Number 037-2552-001-00, as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (“Premises”).

The District and the Tenant entered into a Ground Lease Agreement dated _____, pursuant to which the District leased the Premises to the Tenant for a term of sixty-five (65) years commencing on _____. The terms and conditions of the Ground Lease Agreement are hereby incorporated by reference with the same force and effect as though set forth herein.

The purpose of this Memorandum is to give notice of the existence of such Ground Lease Agreement which, together with this Memorandum, constitutes the agreement between the District and the Tenant concerning Tenant’s ground lease of the Premises for purposes as set forth in the Ground Lease Agreement. The Parties’ respective obligations as set forth in the Ground Lease Agreement and this Memorandum shall run with the land and shall be binding upon the Parties’ successors and assigns.

[CONTINUED ON THE FOLLOWING PAGE]

In witness whereof, this Memorandum has been executed by the Parties on the date and year first written above.

TENANT:

**EAGLE ENVIRONMENTAL CONSTRUCTION & DEVELOPMENT,
a California limited liability company**

By: _____

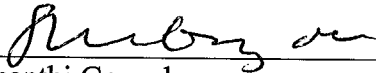
Name: _____

Title: _____

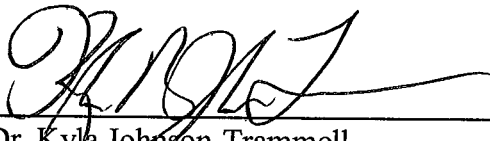
Date: _____

LANDLORD:

**OAKLAND UNIFIED SCHOOL DISTRICT,
a California public school district**



Shanthi Gonzales
President, Board of Education



Dr. Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

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.

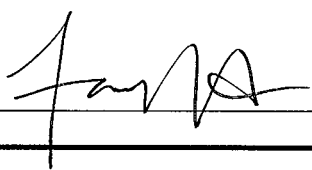
State of California
County of Alameda)

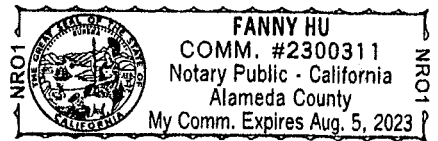
On August 6 2021 before me, Fanny Hu, Notary Public
(insert name and title of the officer)

personally appeared Kyla Johnson
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)



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 Alameda)

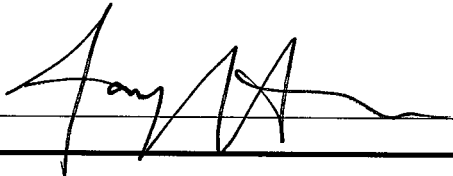
On August 6 2021 before me, Fanny Hu, Notary Public
(insert name and title of the officer)

personally appeared Shanathi Gonzales
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.

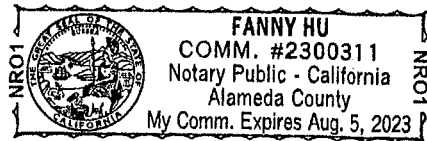
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



NOTARY ACKNOWLEDGEMENT

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.

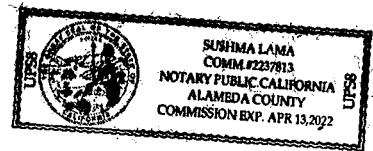
STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On July 06, 2021, before me, Sushma Lama, Notary Public, personally appeared Ronald Batiste, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Alameda)

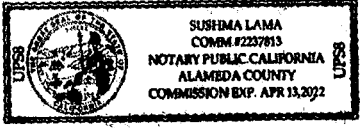
On July 06, 2021 before me, Sushma Lama,
Date Here Insert Name and Title of the Officer

personally appeared Deborah A McFadden
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT 1
TO
MEMORANDUM OF GROUND LEASE
[LEGAL DESCRIPTION OF PROPERTY]

EXHIBIT C

Commencement and Expiration Date of Ground Lease Term
(To be completed upon events occurring pursuant to Section 3 of the Ground Lease)

The commencement date of the Ground Lease shall be the date that both the Feasibility Contingency and the Entitlement Contingency have been satisfied, as those terms are used and described in the Ground Lease ("Commencement Date"). The Commencement Date shall be:

_____, 20__

Unless sooner terminated under any provision hereof, the Ground Lease shall end on the date that is sixty-five (65) years after the Commencement Date, which shall be:

_____, 20__

TENANT INITIALS FOR ACCEPTANCE & ACKNOWLEDGMENT: _____

LANDLORD INITIALS FOR ACCEPTANCE & ACKNOWLEDGMENT: _____

Board Office Use: Legislative File Info.	
File ID Number	20-0393
Introduction Date	2/14/2020
Enactment Number	20-0256
Enactment Date	2/26/2020 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jody Talkington, Senior Director of Strategic Projects (Superintendent Office)
Tadashi Nakadegawa, Interim Deputy Chief of Facilities

Facilities Committee Meeting Date February 14, 2020

Subject Declaring Former Tilden Childhood Development Center Surplus Property

Action Adoption by the Board of Education, upon recommendation of its Facilities Committee and the 7-11 Committee, of Resolution No. 1920-0207 - Declaring the Former Tilden Childhood Development Center To be Surplus and Directing the Superintendent of Schools, or designee, to Prepare the Next Steps to Pursue a Long Term Lease.

Background The Oakland Unified School District's physical assets help provide safe, healthy, and appropriate learning environments for students in Oakland's public schools. The Board of Education has instituted several policies to ensure that the District is first and foremost using its facilities for educational purposes for OUSD students. Secondly, if a District facility is no longer needed for educational purposes by the District, it is District policy to prioritize lease over sale.

In April 2019, the Board convened the 7-11 Committee via [Board Resolution No. 1819-0189](#), a District advisory committee made up of community members, and charged with reviewing specific vacant properties. In June 2019, the Board passed a [Board Resolution No. 1819-0247](#) to have the 7-11 Committee review 5 properties to be considered surplus: (1) Former Edward Shands Adult Education Center; (2) Former Tilden Child Development Center (CDC); (3) Former Piedmont CDC; (4) Former Webster CDC (2 classrooms); and (5) Former Sankofa CDC (4 classrooms). In January 2020, the 7-11 Committee presented the Board with the Committee's final report, which included recommendations for surplus and recommended future use. The

final recommendation for each property is as follows (more detail is in the full report):

- 86 Echo Avenue (former Piedmont Child Development Center site): No Surplus
- 58 61st Street (former Washington/Sankofa CDC site): No Surplus
- 4551 Steele Street (former Tilden CDC site): Surplus
- 7980 Plymouth Street (former Webster CDC site): No Surplus
- 2455 Church Street (former Edward Shands Adult Education Center site): Surplus

Discussion

This item addresses the Former Tilden Childhood Development Center. Consistent with the recommendations of the 7-11 Committee for this property, the resolution would declare the property surplus. If approved by the Facilities Committee, the resolution would be forwarded to the Board for consideration.

Fiscal Impact

N/A. This item is only to declare the Former Tilden Childhood Development Center surplus. Future items will discuss the potential revenue generation from a long term lease of a surplus property.

Attachments

[7-11 Committee Report to the Board of Education](#)

[Board Resolution No. 1819-0189](#)

[Board Resolution No. 1819-0247](#)

[Former Tilden Child Development Center, 4551 Steele St\(District 4\)](#)

[Board Policy 3280](#)

[Board Policy 7350](#)

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

RESOLUTION NO: 1920-0207

**Declaring the Former Tilden Childhood Development Center To be Surplus and
Directing the Superintendent of Schools, or designee, to Prepare the Next Steps to
Pursue a Long Term Lease**

WHEREAS, the Oakland Unified School District is deeply committed to the vision of Oakland being home to high quality public education options for all students and families;

WHEREAS, to realize this vision, the District's Board of Education ("Board"), directed the District's Superintendent to develop a "Citywide Plan" that promotes the long-term sustainability of publicly-funded schools across Oakland that represent quality and equitable educational options (see District's Quality School Development: Community of Schools Policy (Board Policy No. 6006));

WHEREAS, among the specific goals of the District through the Citywide Planning process is to best leverage vacant, underutilized, and surplus properties so that (i) high-quality publicly funded schools across Oakland are able to serve all of its students, (ii) a fiscally sound number of schools exist given OUSD's student population, and (iii) schools are located where more high quality options are needed;

WHEREAS, as part of the District's Citywide Planning process, the District plans to identify potentially underutilized school sites throughout the District that the District is interested in investigating further in order to help accomplish the above-discussed goals;

WHEREAS, the District, with input and guidance from the public, now desires to investigate the potential sale, lease, or rental of vacant and underutilized District school sites,

WHEREAS, the District's Facilities and Research & Development Teams have compiled a list of such vacant and underutilized District school sites to be considered first, consisting of the following: (1) Former Edward Shands Adult Education Center; (2) Former Tilden Child Development Center (CDC); (3) Former Piedmont CDC; (4) Former Webster CDC (2 classrooms); and (5) Former Sankofa CDC (4 classrooms);

WHEREAS, pursuant to Section 1.4.1 of the District's Board Bylaw No. 9131, the District's Board of Education ("Board") is required to establish advisory and oversight committees or commissions for the purpose of meeting legal requirements and to provide advice and involvement concerning matters of interest and welfare to the Board;

WHEREAS, pursuant to Education Code Section 17388, the Board, prior to the sale, lease, or rental of any excess real property, except rentals not exceeding 30 days, shall appoint a District advisory committee to advise the Board in the development of Districtwide policies and procedures governing the use or disposition of school buildings or space in school buildings which is not needed for school purposes;

WHEREAS, Section 3 of Board Bylaw No. 9131, consistent with Education Code Section 17387, et seq., enumerates both the duties and composition requirements of such a district advisory committee, including that the committee must consist of between seven (7) and eleven (11) members (the “7-11 Committee”); and

WHEREAS, the District has taken action to create the 7-11 Committee by the action of Board on April 10, 2019; and

WHEREAS, on January 22, 2020, the District’s 7-11 Committee submitted a final report with recommendations for surplus and potential future use for the following properties: (1) Former Edward Shands Adult Education Center; (2) Former Tilden Child Development Center (CDC); (3) Former Piedmont CDC; (4) Webster CDC (2 classrooms); and (5) Sankofa CDC (4 classrooms); and

WHEREAS, the District’s 7-11 Committee recommended to the Board that the Former Tilden Childhood Development Center be surplus. The recommended use for the Former Tilden Childhood Development Center is a long term lease for a community recreational space or workforce housing; and

NOW, THEREFORE, BE IT RESOLVED THAT, that the Board of Education finds and declares the Former Tilden Childhood Development Center to be surplus and further directs the Superintendent of Schools, or designee, to prepare the necessary steps to pursue a long term lease for the Former Tilden Childhood Development Center.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 26th day of February, 2020, by the following vote:

PREFERENTIAL AYE:	None
PREFERENTIAL NOE:	None
PREFERENTIAL ABSTENTION:	None
PREFERENTIAL RECUSED:	None
AYES:	Aimee Eng, Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Shanthi Gonzales, President Jody London
NOES:	None
ABSTAINED:	None
RECUSED:	None
ABSENT:	Student Director Garibo, Student Director Smith-Dahl, Jumoke Hinton Hodge, Roseann Torres

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on February 26, 2020.

Legislative File	
File ID Number:	20-0393
Introduction Date:	02/14/2020
Enactment Number:	20-0256
Enactment Date:	2/26/2020
By:	os

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

7-11 COMMITTEE

The School Board has charged the 7-11 Committee with reviewing vacant sites and providing advisory recommendations on whether a site should be considered surplus.

The Committee also provides recommendations on potential uses of the site.

REPORT TO THE BOARD OF EDUCATION

OAKLAND UNIFIED SCHOOL DISTRICT

January 22, 2020

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I. Letter to the Board of Education

Dear Oakland Unified District Board of Education: *President Jody London, Vice President Shanthy Gonzales, Board Member Aimee Eng, Board Member Gary Yee, Board Member Jumoke Hinton Hodge, Board Member James Harris and Board Member Roseanne Torres:*

We, the members of the 7-11 committee are Oakland citizens that represent every geographic area of the city, and we care deeply for the education system, the children and families that it serves, and the stewardship of public lands and school property. We accepted to serve as members of the 7-11 committee not because we wish to serve the board of education or school district staff, but because we believe it is important to represent our communities with integrity by making recommendations to the board that we believe are in the best interest of our communities, Oakland children and families, and the broader educational system.

We committee members accepted this charge at a time when it is critically important to rethink ways to revitalize our neighborhoods to better serve the most vulnerable amongst us, our long-term area residents, families and elderly, and also find opportunities for revenue to support our public schools. The current context for this work could not be more challenging given the years of lack of leadership and fiscal responsibility at Oakland Unified School District (OUSD), which culminated in the Grand Jury Report of 2019. Today our school families, teachers and administrators are faced with the challenge of budget reductions, school mergers and closures and crippling employee turnover and morale.

Amidst this climate, we were tasked with engaging our communities and making recommendations to you on whether or not to surplus five properties that have been vacant for 5 years or more, and create a priority list of potential uses for each property. This task has been especially challenging and required twice the number of meetings originally projected by the school district. Our local communities were interested in being engaged and heard when it came to deciding the future of these properties, and we facilitated the engagement needed.

We understand that you will make the final decision and that our recommendations in this report are in an advisory capacity. We also know that we have an opportunity to recommend what we believe is the best use of these properties given the information we have been given and the community input we have heard. The recommendations in this report reflect the voices and opinions of not only 11 committee members, but of the combined 100+ hundred people who attended meetings in-person and sent emails to express their interests for the future of these properties.

As such our recommendations are grounded in the following core values and belief statements:

- 1) We believe that OUSD properties should not be left vacant, as they become blights in our communities and serve no purpose, and that the school district should plan for how to systematically maintain and repurpose vacant property for education purposes or public benefit;**
- 2) We believe that public property should be kept in public hands and/or serve a community benefit if being repurposed;**
- 3) We believe that properties should be considered for joint lease or joint occupancy lease where possible and that such options should be explored outside of the 7-11 committee process, before considering surplus a property for a long-term lease or sale; and**
- 4) We believe that the board of education should heed the community voices and recommendations in this report for repurposing vacant properties, especially for purposes that support the education and well-being of children.**

Our hope is that you will take our recommendations seriously and pursue a systematic approach for maintaining, and if needed repurposing vacant properties, so that valuable public land no longer falls into the type of long-term disrepair reflected among the properties we reviewed. Land is one of our most valuable and lasting resources. We wish for our future children to have the resources they need to thrive in Oakland, as we know you do as well. We hope that OUSD will be better stewards of its property and take the steps needed to implement the policies needed to better maintain and use its properties.

Respectfully,

The 7-11 Committee: *Clifford Hong, Tiffany Rose Lacsado, Xochitl Leon, Veronica Martinez, Ay'Anna Moody, Shaeonna Muhammad, Bryan Quevedo, James Robins, Vilma Serrano, Noni Session, Eve Stewart*

II. Executive Summary

The Oakland Unified School District’s physical assets help provide safe, healthy, and appropriate learning environments for students in Oakland’s public schools. The OUSD Board of Education has instituted several policies to ensure that we are first and foremost using OUSD facilities for educational purposes for OUSD students. Secondly, if a facility is no longer needed for educational purposes for programming provided by the district, the OUSD Board of Education prioritizes a lease over the sale of property for a beneficial community use that could also generate revenue for the district.

In Summer 2019, the Board convened the 7-11 Committee, a District Advisory Committee made up of community members, and charged us with reviewing specific vacant properties. The committee is commonly known as a 7-11 Committee, because by law the committee must be comprised of no less than 7, and no more than 11, members. Collectively the committee has a range of expertise in K-12 education, community engagement, land use, real estate, and environmental impacts.

The 7-11 Committee was charged with initiating outreach and community engagement and considering uses for the vacant properties that would be acceptable to the community. We were also charged with making the basic recommendation of whether the properties referred by the Board are surplus to the educational needs of the District.

The School Board charged us with evaluating the following five vacant sites and after careful consideration we summarize our recommendations as follows:

SITE	SURPLUS RECOMMENDATION
● 86 Echo Avenue (former Piedmont Child Development Center site)	NO
● 58 61 st Street (former Washington/Sankofa CDC site)	NO
● 4551 Steele Street (former Tilden CDC site)	YES
● 7980 Plymouth Street (former Webster CDC site)	NO
● 2455 Church Street (former Edward Shands Adult Education Center site)	YES

Table C.: 7-11 Committee Recommendations for Surplus and a Priority List of Future Uses provides a summary of action and recommendations for use.

The 7-11 Committee has completed a rigorous schedule of organizational and informational meetings, and held five community meetings, one at each of the sites. The Committee considered input from neighbors, school community members, businesses and community stakeholders. The community input meetings also included tours of each of properties to allow the Committee and community members to see for ourselves the condition of the properties.

The 7-11 Committee has identified three overarching principles as a result of participating in community engagement for the 5 vacant properties being reviewed. 1) Do not leave any property vacant, 2) Keep the properties in public hands and 3) Where a joint lease is possible, prioritize that over surplusing for a long-term lease.

This report provides a review of the 7-11 committee's work over the last six months. We include background information and data provided by the District team. The report includes a summary of input from the community and recommendations to the Board of Education regarding surplus and future use. The report also provides future considerations for ensuring that OUSD facilities are maintained, utilized, and if needed repurposed, in a systematic and organized manner that prioritizes educational and community uses and benefits all Oakland residents.

III. The 7-11 Committee

A. Education Code Requirements

Before the sale, lease, or rental of any excess real property (with some exceptions) the District's Board must appoint an advisory committee to advise the Board in developing policies and procedures regarding the use or disposition of excess property (Ed. Code § 17388).

Whenever a School District considers sale or long-term lease of a District-owned property for, its Board must follow the surplus property process established by the California legislature that is intended to ensure community input before final decisions are made. As part of that process the District creates a Real Property Advisory (7-11) Committee ("7-11 Committee") to provide the Board with disposition recommendations for the subject property.

B. Committee Membership

As required by Education Code Section 17389, on April 10, 2019, the Board of Education of the Oakland Unified School District by **Resolution 1819-0189** authorized the formation of a (7-11) Advisory Committee to consider the best use of District sites which may be selected by the Board. The 7-11 Advisory Committee formed consisted of no fewer than seven (7), nor more than eleven (11) members, who were representative of each of the following:

- The ethnic, age group and socioeconomic composition of the District
- The business community, such as store owners, managers or supervisors
- Landowners or renters, with preference to be given to representatives of neighborhood associations
- Teachers
- Administrators
- Parents/guardians of students
- Persons with expertise in environmental, legal, construction and/or land use planning, including, but not limited to, knowledge of the zoning and other land use restriction of the City of Oakland

In addition, OUSD Board Bylaw 9131 requires that all advisory committees convened by the OUSD Board of Education have representation from each board district area.

Pursuant to Education Code Sections 17387 – 17391, and on April 10, 2019, the following community members were asked by the Board to serve on the 7-11 Committee, and they agreed to serve. The Committee members represent the ethnic, age group and socioeconomic composition of the District. The members are:

1. **Clifford Hong:** OUSD parent, OUSD school site administrator, residing in District 5.
 2. **Tiffany Rose Lacsado:** OUSD parent, residing in District 6, with expertise in workforce development.
 3. **Xochitl Leon:** OUSD parent, residing in District 7, with expertise in marketing strategy.
 4. **Veronica Martinez:** OUSD parent, residing in District 1, representative of a neighborhood association.
 5. **Ay'Anna Moody:** OUSD staff member, residing in District 7.
 6. **Shaeonna Muhammad:** OUSD parent, residing in District 1, representative with expertise in public/community organizations.
 7. **Bryan Quevedo:** OUSD parent, residing in District 4, with legal, workforce development, and financial expertise.
 8. **James Robins:** OUSD parent, residing in District 5, business owner with expertise in land and resource use.
 9. **Vilma Serrano:** OUSD teacher, residing in District 2.
 10. **Noni Session:** Resident of District 3, with expertise in co-op and real estate development.
 11. **Eve Stewart*:** OUSD parent, residing in District 2, with expertise in zoning and land use.
- *Eve Stewart was selected after the original nominee Eric Johnson resigned from the committee following the first meeting.

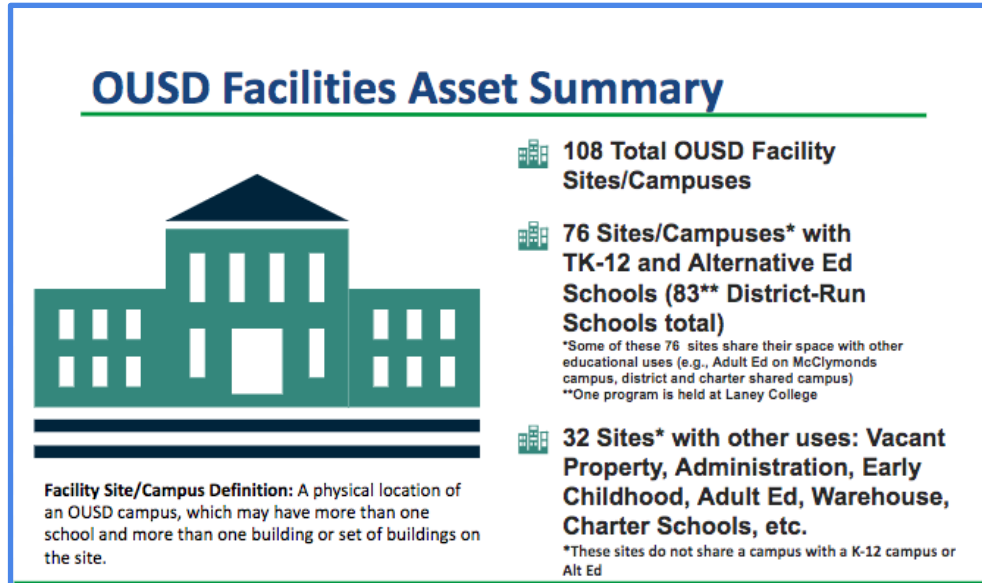
C. Committee Leadership

At the first organizational 7-11 Committee meeting of August 6, 2019, member Veronica Martinez was elected as Chair, member Xochitl Leon was elected as Vice Chair. At the next committee meeting on August 22, 2019, member Shaeonna Muhammad was elected Secretary.

III. Background to the Work of the Committee

A. Oakland Unified School District Facilities Background

OUSD has a total of 108 facility sites. 76 of those sites have TK-12 and Alternative Ed programs (some of them are shared campuses). 32 of those sites have other uses such as charter schools, adult education programs, early childhood programs, administrative offices, warehouse spaces and vacant properties. The District has a total of nine vacant sites, or portions of sites.



B. Property to be Reviewed by the 7-11 Committee

At the Board meeting of June 26, 2019, the Board approved Resolution No. 1819-0247 charging the 7-11 Committee with consideration of five sites. The resolution accepted a first phase of OUSD properties for consideration after being identified by Facilities and Research & Development Team as vacant, and deemed not essential or unfit for program delivery. The following sites were approved for consideration (only unused of the property and not areas with active Pre-K-12 programs):

- 86 Echo Avenue (former Piedmont Child Development Center “CDC” site)
- 58 61st Street (former Washington/Sankofa CDC site)
- 4551 Steele Street (former Tilden CDC site)
- 7980 Plymouth Street (former Webster CDC site)
- 2455 Church Street (former Edward Shands Adult Education Center site)

These sites have been vacant, in some cases for up to ten years. The CDC sites were impacted by state budget cuts which led to program closures and consolidation by OUSD. Piedmont, Washington/Sankofa, and Tilden have been vacant since 2010. Webster site has been vacant since 2014. The Adult Education Center at Edward Shands was also impacted by state budget cuts and has been vacant since 2010. The long-term vacancy of the properties and consolidation of the programs formerly run at the sites to other locations meant that these sites were left without adequate maintenance and ongoing care--even if in some cases there were minor follow-on uses.

IV. The Work of the Committee

The work of the Committee has been supported by a combination of OUSD staff and a Consultant team. District Facilities staff, led by the late Deputy Chief Tim White, provided background Facilities data including condition information, facilities records and reports, and coordinated their work on the District’s Facilities Plan with the 7-11 Committee work. District Building & Grounds led by Director Roland Broach coordinated support for meetings at each of the sites under consideration. The Superintendent’s Office team provided key support to the 7-11 Committee and was led by Jody Talkington, Sr. Director of Strategic

Projects, who has had overall responsibility for coordination of all District and Consultant teamwork with the 7-11 Committee. The District’s Parliamentarian, Edgar Rakestraw coordinated agenda development, and assisted the Committee with management of the meetings. Jean Wing, Executive Director of OUSD’s Research, Assessment and Data team provided support with background facilities information.

K12 School Facilities, led by Bill Savidge, provided Consultant support with a 7-11 Committee Facilitation team. The K12 team assisted the District team and the Committee with development of background facilities information including property valuations, cost estimates for rehabilitation, and reviews of facility options and potential returns. K12 team member Susana Razo provided communication and public outreach support. K12 team member Milton Reynolds provided meeting facilitation and assisted in framing community input for positive outcomes.

Over the course of the three organizational and background meetings of the 7-11 Committee, OUSD staff and Consultant team provided information regarding the overall facilities context for the consideration of potential surplus of the identified sites. This included a variety of District site maps and facilities information including maps of Adult Education sites (relevant to consideration of Edward Shands) and maps of Early Childhood Education sites (relevant to consideration of the four former CDC (Child Development Center) sites. These items are included in the Appendices.

A. Schedule of Meetings

The meetings held by the committee were focused on gaining background information, contextual information and community input on the five properties being reviewed. Refer to Table A for a detailed list of the meeting topics, dates and locations.

Table A. Schedule of Meetings

Date	Overview	Location
Aug 8	Introductions and Purpose	KDOL Committee Room
Aug 22	Background and Property Review	KDOL Committee Room
Sept 5	Background and Adoption of Criteria for Property Review	KDOL Committee Room
Sept 19	Site visit and Community Input Hearing - 2455 Church and Site Visit	Markham (7220 Krause Ave)

Oct 3	Debrief of 2455 Church St Meeting and Adopt New Calendar	KDOL Committee Room
Oct 17	Site Visit and Community Input Hearing - Piedmont CDC and Site Visit	Piedmont Elementary
Oct 24	Site Visit and Community Input Hearing- Tilden CDC and Site Visit	Roses In Concrete School (Tilden Campus)
Nov 7	Site Visit and Community Input Hearing- Webster CDC - Unofficial due to lack of quorum and Site Visit	East Oakland Pride Elementary
Nov 14	Site Visit and Community Input Hearing- Sankofa (Washington CDC) and Site Visit	Sankofa Elementary
Nov 21	Site Visit and Community Input Hearing- Webster CDC and Debrief of all CDC visits	East Oakland Pride Elementary
Dec 12	Finalize recommendations / Draft of Final Report	KDOL Committee Room
Jan 16	Finalize report	

B. Community Input Meetings

The Committee determined to gather input from local educators, community stakeholders and residents, arranged to conduct hearings in close proximity to each of the five sites under consideration. At the four CDC sites, hearings took place at immediately adjacent schools. All five hearings took place walking distance from its site. Onsite tours of each of the 5 vacant sites were arranged so that hearing participants could have the benefit of seeing the condition of each facility. In addition, video footage of each site was taken with the assistance of OUSD staff, and presented at the beginning of each hearing for those not able to attend the onsite tour prior to the start of each site hearing. This was done in the spirit of transparency, information sharing and to help facilitate local participation.

Outreach efforts for each hearing including conducting a mailing to residents and businesses in the quarter to half mile radius surrounding each site, emailing all OUSD educators and also staff employed at area schools, and emailing local stakeholders.

The mailings included flyers in English, Spanish, Chinese and Arabic. Flyers were posted at each site and also in areas in close proximity to the site, such as local businesses, libraries and social service organizations. Hearing flyers were also posted on the OUSD website.

Local stakeholder lists included educator and staff from area schools, area neighborhood associations, merchant associations, faith-based organizations and area non-profit organizations, particularly those non-profits with social service and educational missions. Committee members also took it upon ourselves to extend outreach to our personal and professional networks, each having organic networks in their respective District. The local stakeholder list ranged in size, from 300-400. The sites fell inside of Districts 1, 4 and 6. The community outreach lists are included in the Appendices. In addition, teachers and administrators in each of these districts received email notifications about hearings about sites in their communities. In District 1, 333 teachers and administrators were notified, 389 in District 4 and 359 in District 6.

OUSD Board of Education Directors were invited and attended the hearings in their Districts when possible. City of Oakland City Council members were all met with and consulted about each site, area stakeholders, and needs in the surrounding neighborhood. They also sent staff to attend hearings when possible.

The Committee recognized the challenges of attending an in-person after-work-hours meetings, so also made available an email address: 711committee@ousd.org, and a phone number: (510) 879-8200, where input could be submitted. Public comment for all sites closed on November 21st, 2019 to coincide with the Committee's need to review all collected input and begin debriefing on all sites and move toward making a decision to surplus or not surplus each site. The closing of the email comment was announced at the November 14th meeting. The emails sent to the committee are included in the appendix.

V. Recommendations

A. Criteria for Identifying Surplus Property

At the August 22, 2019 7-11 Committee meeting, the committee identified a list of criteria to be used as considerations for identifying if each of the five properties are surplus or not (See Table B below). Information sheets about each of the five properties were created by staff and the consultants to answer the guiding questions in each criteria area. The Information sheets can be found in the appendix.

In addition, on November 22, 2019, the 7-11 Committee has identified three overarching principles as a result of participating in community engagement for the 5 vacant properties being reviewed. 1) Do not leave any property vacant, 2) Keep the properties in public hands and 3) Where a joint lease is possible, prioritize that over surplus for a long-term lease.

Table B. Criteria for identifying surplus property

Criteria as Adopted on August 22, 2019	
Enrollment Potential	Is the property needed for projected enrollment?
Vacant	Is the property currently vacant? How long has it been vacant?
Building/Site Conditions & Financial Outlook	What are the building and site conditions? What is the estimated cost to repair? What is the estimated value of the property? What is the value for future income stream?
Location	Is the location of the facility optimal for a school site or other educational use? Opportunity zones potential funding considerations
Suitability for District Programs	Is this site suitable for k-12 programs or other district programs (e.g. Early Childhood, Adult Ed, Charters, Administration Buildings)?
Community Input	What is the community input on this property? What is the input from specific stakeholders (e.g., teachers, families, adjacent neighbors, surrounding areas stakeholders)?
Other Considerations	Consider other qualitative or quantitative aspects (e.g., historical value, equity impact) to inform final recommendations

B. Recommendations: Surplus and for Re-use of the Properties

The 7-11 Committee is tasked to recommend whether each property being considered is surplus and no longer needed for educational purposes by the district and to provide a priority list of potential uses based on input from community hearings. Table C. below contains a summary of the final votes on the determinations regarding surplus and recommended futures uses of the five sites considered.

Committee members carefully considered each one of the sites and the votes were not cast lightly. One of the most distressing elements we had to grapple with was that by recommending to surplus a site we were opening the possibility of the site being sold, which goes against one of the overarching principles the Committee identified from the community input sessions, namely “keep the properties in public hands”. At the same time, recommending not to surplus some of the sites will likely result on the sites

continuing their current state of abandonment, going against another one of our overarching recommendations: do not leave any property vacant.

In order to ease these complex, and often painful, recommendations this 7-11 Committee strongly suggests that OUSD Board of Education consider adopting a policy that would allow long-term ground leases while prohibiting the sale of District land. This approach would ensure that OUSD continues to have a long-term stake in its portfolio of land.

C. Narrative Summary by Site.

As the Committee considered each of the sites, input from the community, gathered primarily during the facilitated community input meetings was critical in providing a basis for whether to recommend surplus and in developing recommendations for future uses. Community input summaries from each meeting are included in the Appendices. We provide a summary narrative of Committee discussions during final considerations of the action on recommendations.

- a. **Edward Shands.** Strong community input was heard regarding the need for something to be done to revitalize this property. Neighbors were very concerned about the rundown condition of the property. 7-11 Committee members were struck by the very poor condition of the buildings and the fact that any meaningful investment by the District was unlikely. Members supported a recommendation of surplus in order to enable long-term lease with potential for significant investment in the property. Uses of the property developed from community input and focused on potential for low-income housing, for a workforce development or a community-focused use. There was active resistance to market-rate housing, “strip commercial” or non-community serving uses of the property.
- b. **Tilden CDC.** The site tour at the former CDC and Special Education facility provided Committee members another example of an abandoned property, severely deteriorated which has become a neighborhood blight. Members heard community input regarding local attempts to utilize portions of the site for a neighborhood park and heard community concerns regarding letting the property continue as is. The Committee understood the difficulties of the small site, its distance down the hill from the adjacent school and isolation on a narrow lot. Members considered that a recommendation of surplus would provide the best opportunity for the property to be turned into a neighborhood-serving park or “parklet”. Members also saw potential for low-income housing, perhaps associated with the recently developed housing around the corner.
- c. **Washington/Sankofa CDC.** The 7-11 Committee’s site visit and Community input meeting was held soon after the OUSD Board recommended consolidation of Kaiser Elementary with Sankofa Academy. This created a dynamic which led District staff and Committee members to reconsider whether the former CDC site should even be a part of the process, given the potential for additional educational program space needed by the consolidated school. During the Community input meeting the two leaders of the consolidated schools, Dennis Guikema and Dr. Denise Saddler, were clear that they had a vision for re-use of the former CDC site to provide space for Kindergarten classes. Input from the surrounding

community was strongly supportive of restoring the property to educational uses and members heard little interest in any kind of housing or commercial uses. This was the first site brought up during initial deliberations and the Committee unanimously voted not to recommend surplus the property. We support returning the buildings as an active part of the Washington/Sankofa educational complex.

- d. **Piedmont CDC.** This building and small site has been considered prior to the Committee’s work as a potential space for a larger, permanent neighborhood branch library. The current city library is in a single portable adjacent to the former CDC site. The site/building tour and the Community input meeting were well attended and included members of Friends of the Piedmont Avenue Library. The Community meeting also included input from the Piedmont School Principal on their need for on-site pre-school that could feed into the elementary school. There was extensive input from neighbors focused on not “redeveloping” the site for any kind of housing or commercial use. 7-11 Committee members discussed options for this site that would allow for reuse without surplus--such as a Joint Lease or Joint Occupancy. Members recommended not to surplus the property and to consider the Public Library option and/or use as a preschool program space, possibly in conjunction with a library.
- e. **Webster CDC.** The 7-11 Committee held two sessions at this site. Its first meeting was without a quorum and was considered an informational meeting only. The building, on a very small fenced playground site, is in good, almost move-in condition. It is also very close to active classroom portions of the school and Committee members were struck by its potential re-integration into educational use to support the elementary school. The Community input included expressions of interest by community-based, non-profit infant and toddler program operators. Members strongly supported not surplus the property. They recommended the use of the building and site for early childhood programs that could support a growing community and focus families on a continuum of educational opportunities at the larger school site.

Table C. 7-11 Committee Recommendations for Surplus and a Priority List of Future Uses

Site	Priority List of Recommended Use	Number of Votes		
		Recommend Surplus (yes)	Recommend Not Surplus (no)	Abstain
2455 Church Street (former Edward Shands Adult Education Center site)	Multi-Use Facility for Low income housing and workforce development	9 (Moody, Quevedo, Hong, Stewart, Robins, Lacsado, Muhammad, Leon, Martinez)	1 (Serrano)	0

86 Echo Avenue (former Piedmont Child Development Center site)	Tuition-based preschool that feeds into Piedmont Ave. Elementary School, Public library, Community purpose space, park (for exterior grounds in conjunction with one or more of above building uses)	0	9 (Quevedo, Hong, Stewart, Robins, Lacsado, Serrano, Muhammad, Leon, Martinez)	1 (Moody)
4551 Steele Street (former Tilden CDC site)	Community park for children, affordable housing	6 (Quevedo, Stewart, Robins, Lacsado, Leon, Martinez)	4 (Hong, Serrano, Moody, Muhammad)	0
980 Plymouth Street (former Webster CDC site)	Infant and toddler programming that feeds into the Arroyo Viejo CDC and East Oakland PRIDE Elementary School	0	10 (Moody, Quevedo, Hong, Stewart, Robins, Lacsado, Serrano, Muhammad, Leon, Martinez)	0
58 61st Street (former Washington/Sa nkofa CDC site)	Use for educational purposes. Additional kindergarten (K), and possible transitional kindergarten (TK) space	0	6 (Stewart, Robins, Lacsado, Serrano, Leon, Martinez)	1 (Quevedo)

D. Recommendations on the Process for Future 7-11 Committees

The 7-11 Committee members experience with this process leads them to the following recommendations to the Board of Education regarding how future work in this area could be improved. Many members were frustrated by the time spent “getting up to speed” and members were confused regarding other options for the properties. There was also confusion regarding roles and responsibilities of the Committee and there was a desire for legal input. Finally, the Committee members roles as representatives of their neighborhoods is key and should be a focus of outreach and developing community support for the process. The Committee provides these recommendations to assist OUSD in being a more effective steward of the community's facilities.

a. Orientation for Committee Members before the meeting starts/ Application Process

- Ensure understanding of the role, power and scope of the committee
- Allow sufficient time for the process to take place. A limited timeline may require an onerous schedule (i.e., weekly and biweekly meetings) for staff, committee members, and members of the community which may lead to disengagement or burnout
- Ensure that there is understanding and agreement, among committee members, on the charges of the committee before the committee sets to work. The

role/powers/scope of the 7-11 committee should be made crystal clear in the application. At the first meeting, there should be a 2-3 page document of the role/powers/scope, the legal statutes and examples from other districts of how they operate

- Ensure there is Information about properties, including any “interest” demonstrated by potential partners

b. Disposition Process

- Avoid considering multiple/more than two properties at the same time
- Thoroughly review and consider all possible disposition options that could be pursued without 7-11 committee consideration
- Provide clear assurances that all options have been explored prior to bringing a site to 7-11 committee consideration
- Regarding the disposition protocol(s) for sites/land recommended for surplus, if those are already spelled out in the Education Code, OUSD Board and Staff should provide a presentation on them when convening future 7-11 committees. There were many concerns and uncertainties from committee members and the public on “what happens next?” This could be better addressed in the future.
- Keep regular maintenance of vacated properties and make decisions promptly.
- Add a flow chart of decision making (what happens after surplus, or not surplus)

c. Role of Board Member and Staff Participation in the Process

- Ensure that at least one Board member is present at each meeting at a site being considered by the committee
- Recommend having the district General Council at every meeting (understanding Ed Code) to have regular communication with the committee

d. Committee member role in outreach and representation of their district

- Ensure the community that each committee member represents, is engaged and the committee members should play a role in outreach and ensuring they are aware of their constituency

VI. Appendices

A. Legal Basis Documents

- i. Education Code 17387-17391
- ii. Board Policy 7350
- iii. Brown Act Basics, Lozano Smith
- iv. OUSD Board Resolution 1819-0189 re Committee Formation
- v. OUSD Board Resolution 1819-0247 re Committee Charge
- vi. Checklist for Sale or Lease of Surplus Property, Lozano Smith

B. Facilities Information Sheets

Narratives on the background of each property

- C. OUSD Programs Information**
 - i. Adult Education**
 - ii. Child Development**
- D. District-wide Facilities Maps**
 - i. OUSD Sites Campus and Programs 2019**
- E. Community Input**
 - i. Stakeholder List**
 - ii. Input Summary Sheets**
 - iii. Sample Flyers**
- F. Letters from Community Members**
- G. Meeting Agendas and Minutes – Available on line**
- H. OEA Resolution**

APPENDICES

A. Legal Basis Documents

i. Education Code 17387-17391



Code:

Section:

[Up^](#)

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EDUCATION CODE - EDC

TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500] (Title 1 enacted by Stats. 1976, Ch. 1010.)

DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500] (Division 1 enacted by Stats. 1976, Ch. 1010.)

PART 10.5. SCHOOL FACILITIES [17210 - 17653] (Part 10.5 repealed (by Sec. 4) and added by Stats. 1996, Ch. 277, Sec. 3.)

CHAPTER 4. Property: Sale, Lease, Exchange [17385 - 17561] (Chapter 4 added by Stats. 1996, Ch. 277, Sec. 3.)

ARTICLE 1.5. Advisory Committees [17387 - 17391] (Article 1.5 added by Stats. 1996, Ch. 277, Sec. 3.)

17387. It is the intent of the Legislature that leases entered into pursuant to this chapter provide for community involvement by attendance area at the district level. This community involvement should facilitate making the best possible judgments about the use of excess school facilities in each individual situation.

It is the intent of the Legislature to have the community involved before decisions are made about school closure or the use of surplus space, thus avoiding community conflict and assuring building use that is compatible with the community's needs and desires.

(Added by Stats. 1996, Ch. 277, Sec. 3. Effective January 1, 1997. Operative January 1, 1998.)

17388. The governing board of any school district may, and the governing board of each school district, prior to the sale, lease, or rental of any excess real property, except rentals not exceeding 30 days, shall, appoint a district advisory committee to advise the governing board in the development of districtwide policies and procedures governing the use or disposition of school buildings or space in school buildings which is not needed for school purposes.

(Added by Stats. 1996, Ch. 277, Sec. 3. Effective January 1, 1997. Operative January 1, 1998.)

17389. A school district advisory committee appointed pursuant to Section 17388 shall consist of not less than seven nor more than 11 members, and shall be representative of each of the following:

- (a) The ethnic, age group, and socioeconomic composition of the district.
- (b) The business community, such as store owners, managers, or supervisors.
- (c) Landowners or renters, with preference to be given to representatives of neighborhood associations.
- (d) Teachers.
- (e) Administrators.
- (f) Parents of students.
- (g) Persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or cities and counties in which surplus space and real property is located.

(Added by Stats. 1996, Ch. 277, Sec. 3. Effective January 1, 1997. Operative January 1, 1998.)

17390. The school district advisory committee shall do all of the following:

- (a) Review the projected school enrollment and other data as provided by the district to determine the amount of surplus space and real property.

- (b) Establish a priority list of use of surplus space and real property that will be acceptable to the community.
- (c) Cause to have circulated throughout the attendance area a priority list of surplus space and real property and provide for hearings of community input to the committee on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes pursuant to Section 17458.
- (d) Make a final determination of limits of tolerance of use of space and real property.
- (e) Forward to the district governing board a report recommending uses of surplus space and real property.

(Added by Stats. 1996, Ch. 277, Sec. 3. Effective January 1, 1997. Operative January 1, 1998.)

17391. Notwithstanding Section 17388, the governing board of a school district may elect not to appoint a school district advisory committee pursuant to Section 17388 in either of the following circumstances:

- (a) A lease or rental of excess real property to a private educational institution for the purpose of offering summer school in a facility of the school district.
- (b) The sale, lease, or rental of excess real property to be used for teacher or school district employee housing.

(Amended by Stats. 2017, Ch. 717, Sec. 1. (AB 1157) Effective January 1, 2018.)

- A. Legal Basis Documents**
 - ii. Board Policy 7350**

OAKLAND UNIFIED SCHOOL DISTRICT

Board Policy

BP 7350

Facilities

Physical Assets Management

I. Guiding Principle

The physical assets of the Oakland Unified School District shall be managed and maintained as a system to provide safe, secure, healthy, and technologically ready learning environments for students in Oakland's publicly funded schools in alignment with the District's Strategic Plan. To support the District's educational and operational functions, the District shall also use its properties to realize unrestricted revenue to support programs and services for District students.

II. Students for Whom the Oakland Unified School District Is Responsible

In the context of this Asset Management Policy, the Oakland Unified School District is responsible for:

1. Students enrolled in schools operated by the District, including students with special needs.
2. Students enrolled in charter schools authorized by the District.
3. Students enrolled in charter schools authorized by the County or the State.

III. Optimizing Use of District Properties

A. *Issues Identified For Further Assessment and Study*

1. Portables. The District has many portables being used as classrooms that are 30 years or older. A comprehensive plan is needed to determine if the older portables need to be removed and replaced.
2. Underutilized Facilities. The District currently has underutilized facilities. These underutilized spaces are distributed across the City. Improving facility utilization will enable the District to focus more resources on students and teachers, and less on administration, and generate unrestricted revenues that can be used to support school operations.
3. Classroom Loading. In order to develop a clear understanding of facility use, no later than December 11, 2013, the Superintendent is directed to generate a classroom loading model to define a recommended number of students per classroom for various OUSD

school programs.

B. Priority Order for Use of Properties

1. Provide technologically advanced learning and recreation space for general education and special education students and families enrolled in schools operated by the District.
2. Provide for temporary relocation of schools for major construction and modernization projects.
3. As acknowledged by Proposition 39 (2000), provide learning and recreation space for students enrolled in charter schools operating in the District, including the consideration of leases terms for charter schools that align with the term of charters and, at equitable rates, for those charters providing high quality options for Oakland children.
4. Provide quality operations and administration facilities to enable high performance by District staff.
5. To the extent that the District has excess capacity, the District shall make this space available at fair market value or otherwise reasonably negotiated rates in order to generate unrestricted general fund revenues to support programs and services for District programs, and cash reserves for long-term maintenance, equipment and capital facilities needs.

C. Considerations for Use of Properties

1. The District shall pursue long-term leases over sale of property unless otherwise directed after consultation with the Board of Education.
2. Specific to students with special needs, the District shall manage its properties in a manner that creates maximum opportunity to serve these students in Oakland schools, and in schools in relative proximity to students' homes.
3. Facility uses should consider the creation and maintenance of technology infrastructure.
4. Any entity entering into a lease agreement with the District shall demonstrate its commitment to helping the District achieve the goals of the District's Strategic Plan.
5. Agreements with outside entities, including charter schools and community-based organizations, shall include provisions to sustainably maintain facilities to accommodate the increased hours of use and numbers of users.
6. Agreements should include the daily and long-term maintenance of District properties by District Custodial Services employees, and additionally, agreements shall acknowledge that except where other arrangements are made and approved in advance by the District that are consistent with the law, and the District's Health and Wellness Policy, the District's Nutrition Services department is the food provider in facilities owned by the District.

IV. Best Use of Properties to House Core Administrative Services

1. There is significant value in housing core administrative functions in central locations. The District shall determine how it can best provide core administrative services from centrally accessible locations. The District shall determine whether it can enter into a

joint use agreement, joint powers authority, or other partnership agreement such as a public-private partnership to develop joint administrative functions. Such an arrangement may also include use of property for other purposes, including housing for District employees.

2. The District's warehousing and facility operations infrastructure should be upgraded. The District shall determine how it can upgrade the facilities that house these functions in a manner that is cost-neutral or revenue generating, if possible. This upgrade may include entering in a joint use agreement or other partnership agreement with other entities.

V. Using District Properties to Generate Unrestricted Revenues to Support Services and Programs for Students

1. Properties that are not being used to educate students, provide core administrative services, or leased by community-based partner organizations, shall be leased to other entities unless the Board of Education declares the property surplus and approves the sale of any such property.
2. Except as provided by law or in this policy, rental rates for non-OUSD facility users shall be based on the type of use and set at a rate that supports the generation of unrestricted general fund revenues to support programs and services for students and generate cash reserves for long-term maintenance, equipment, and capital facilities needs. No later than December 11, 2013, the Superintendent shall develop administrative guidelines establishing rates for non-OUSD facility users.

VI. Creation of Real Estate Manager Position

Creation of a Real Estate Manager position that will be responsible for strategic management and optimization of the District's real estate assets, property management, and information related to easements, assessments, encroachment, permits, leases, licenses, and developer fees. The Real Estate Manager should be the point of contact regarding the use of district facilities, including Proposition 39 facility use.

8/14/13

A. Legal Basis Documents

iii. Brown Act Basics

Brown Act Basics for 7-11 Committees

By Harold M. Freiman

May 2019

LS

Brown Act Overview

- The Brown Act is California's open meeting law (Gov. Code, § 54950 et seq.)
- Types of meetings subject to the Brown Act:
 - Any congregation of a majority of the members of a legislative body to hear, discuss, or deliberate upon any item within its jurisdiction (Gov. Code, § 54952.2(a))

What is a “Legislative Body”?

- All subcommittees and commissions created by formal actions of the board are subject to the Brown Act (Gov. Code, § 54952(b))

Legislative Bodies

- Include:
 - “Appointed bodies – whether permanent or temporary, decision-making or advisory – such as planning commissions, civil service commissions and other subsidizing committees, boards, and bodies.”

League of Cities, Open & Public IV,
A Guide to the Ralph M. Brown Act

Legislative Bodies

- Include:
 - “Volunteer groups, executive search committees, task forces, and ‘blue ribbon committees’ created by formal action of the governing body are legislative bodies.”

League of Cities, Open & Public IV,
A Guide to the Ralph M. Brown Act

Legislative Bodies

- “7-11 Committees,” appointed by a governing school board pursuant to Education Code section 17388, are included as Brown Act bodies

Brown Act Overview

- What does the Brown Act require?
 - That actions and deliberations be taken openly and in public (Gov. Code, § 54950)
 - Meeting must be in public unless otherwise specifically permitted by law
 - Meeting agendas must be posted prior to meetings (Gov. Code, § 54954.2)

Brown Act Overview

- What is a meeting?
 - Any congregation of a majority of the members in which they hear, discuss, or deliberate on any item within the body's jurisdiction
 - It can be a meeting even if no action is taken and no concurrence is reached

(Gov. Code, § 54952.2)



Brown Act Overview

- What is a meeting?
 - Serial phone calls or conversations
 - Electronic communications among a quorum (emails, social media, etc.)
 - Use of intermediaries to develop “collective concurrence”
 - Committee “polling”



Brown Act Overview

- These are not “meetings” under the Brown Act:
 - Individual contacts between a committee member and others
 - Community meetings
 - Social gatherings
- (Gov. Code, § 54952.2(c))



Brown Act Overview

- Notice and agenda requirements:
 - Post an agenda at least 72 hours before a regular meeting, or 24 hours before a special meeting
(Gov. Code, §§ 54954.2(a) & 54956(a))



Brown Act Overview

- The agenda should:
 - Contain brief and general descriptions of each business item to be discussed or transacted at the meeting
 - Specify the time and location of the meeting
 - Be posted in a location freely accessible to the public
 - Upon request, be made available in appropriate alternative formats to a person with a disability

(Gov. Code, § 54952.2(a))

Brown Act Overview

- Generally, the committee may not discuss or take action on any item that is not in the posted agenda, subject to narrow exceptions.
- One exception is that committee members may respond briefly to public comments (Gov. Code, § 54954.2(a)(3))

Serial Meetings

- A meeting can occur through intermediaries (See Gov. Code, § 54952.2(b))
- The key: avoid a quorum whether at one time or in a series of communications

Brown Act

- Serial Communications
 - “chain links”
 - “hub and spokes”

Serial Meetings

- “[A] serial meeting is a series of communications, each of which involves less than a quorum of the legislative body, but which taken as a whole involves a majority of the body’s members.”

(Attorney General’s Brown Act Handbook)

Meetings Can Occur Through the Use of Intermediaries

- The “Chain” of Communications
 - “For example, a chain of communications involving contact from member A to member B who then communicates with member C would constitute a serial meeting of a five-person body.”
(Attorney General’s Brown Act Handbook)
- The “Hub” and “Spokes”
 - “Similarly, when a person acts as the hub of a wheel (member A) and communicates individually with the various spokes (members B and C), a serial meeting has occurred.”
(Attorney General’s Brown Act Handbook)

Serial Meetings and Technology

- The Brown Act prohibits the use of technology by a quorum of the committee to discuss their business
- Examples:
 - A quorum of the committee should not e-mail each other regarding a topic within the committee's jurisdiction
 - According to the Attorney General, e-mail discussions by a legislative body cannot be made Brown Act compliant by thereafter disclosing or posting the e-mails

Serial Meetings and Technology

- Examples:
 - An internet “chat room” has the potential of violating the Brown Act if a quorum of the committee participates in the chat and discusses matters within the committee’s purview

Serial Meetings and Technology

- Examples:
 - Beware “Reply All” email communications
 - Email: majority of members may not email each other to discuss committee matters beyond scheduling or other non-substantive issues



Public Participation

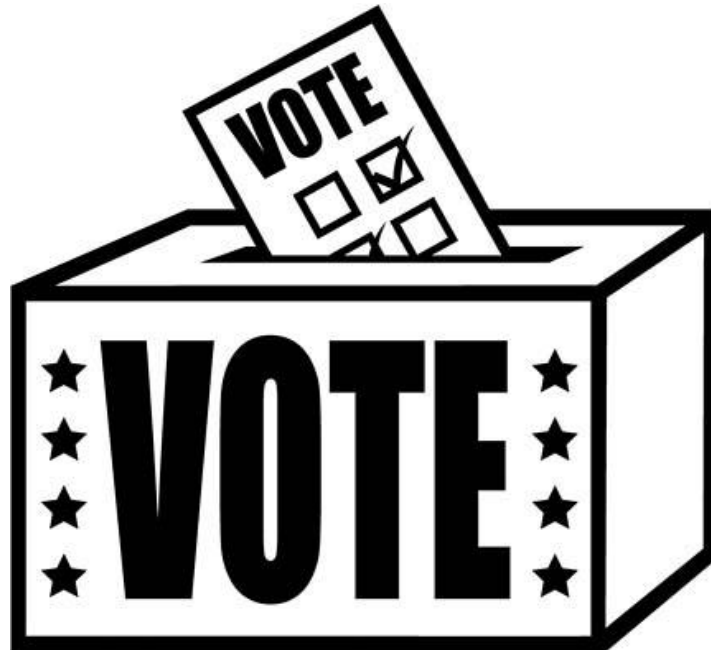
- The public is allowed to make comments at committee meetings
- Public comment may be taken at a set part of the meeting (e.g., at the beginning or closing) or before discussion of particular items
- Public comment must be allowed before an action is taken

(Gov. Code, § 54954.3)



Voting

- No secret ballots:
 - Committee should publicly report any action taken in open session and each member's vote or abstention on that action (Gov. Code, § 54953(c)(2))



Materials Distributed to the Committee at Meetings

- If distributed less than 72 hours prior to a regular meeting, the writing must be made available for public inspection at a designated location (Gov. Code, § 54957.5(b))
- Writings distributed at a meeting must be available for public inspection at the meeting, or after the meeting if prepared by another person (Gov. Code, § 54957.5(c))

Questions





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Lozano Smith

ATTORNEYS AT LAW

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- A. Legal Basis Documents**
 - iv. OUSD Board Resolution re Committee Formation**

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

BOARD OF EDUCATION 2019

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April 10, 2019

File ID Number: 19-0488
Introduction Date: 4/10/2019
Enactment Number: 19-0543
Enactment Date: 4/10/2019 If

To: Board of Education

From: Aimee Eng

Sub: Appointment – 7-11 Committee Members

ACTION REQUESTED

Adoption by the Board of Education of Resolution No. 1819-0189 - Ratification of the Appointment of Members of the 7-11 Committee, Nominated By the President of the Board, Upon Recommendation of the Facilities Committee, as stated herein.

BACKGROUND/DISCUSSION

The Board of Education on February 13, 2019, by Resolution No. 1819-0014, amended Board Bylaw 9131- Advisory and Oversight Committees, Commissions, creating a district advisory committee, known as the 7-11 Committee, to advise the Board on the reuse, repurposing and disposition of school buildings and vacant sites not needed for school purposes.

Duties prescribed for the Committee, includes: (a) Reviewing the projected school enrollment and other data provided by the District to determine the amount of surplus space and real property; (b) Establishing a priority list of use of surplus space and real property that will be acceptable to the community; (c) Causing to have circulated throughout the attendance area the priority list and provide for hearings of community input on acceptable uses, including sale or lease for child care development purposes pursuant to Education Code Section 17458); (d) Making a final determination of limits of tolerance of use of space and real property; and (e) Providing a report to the Board recommending a determination of whether real property is surplus space and, if so, uses of said real property (Education Code § 17390).

Adopted Resolution 1819-0014 also provided that all other provisions of Board Bylaw 9131, including, but not limited to, Policy, Conflict of Interest, Outside Employment, Commitment To Uphold Law, Commitment To Improve the District, not inconsistent with Education Code Section 17389, be applicable to the 7-11 Committee.

Applications, from the public, for membership on the 7-11 Committee, opened on the Board of Education’s Boards and Commissions web site at 8 a.m., Saturday, February 16, 2019 and closed at 4:30 p.m., Friday, March 8, 2019. Seventy-three (73) completed applications were received by the deadline. Several applicants meet more than one required 7-11 Committee membership categories of Education Code Section 17389. The applicant pool is also representative of the size and composition requirements of Board Bylaw 9131.

To: Board of Education
From: Aimee Eng
Re: Appointment - 7-11 Committee Members
April 10, 2019
Page 2 of 2

Applications were preliminarily screened for requirements and recommendation by District staff including but not limited to Tim White, Deputy Chief, Facilities Planning and Management. Mr. White, and his team, presented information on all applicants and recommendation appointment of 11 candidates for consideration by the Facilities Committee of the Board at a Special Meeting of said Committee, on Friday, March 22, 2019. The Facilities Committee, following presentation, discussion, voted 3-0 favorably to recommend ten candidates recommended by staff and one selected by the committee, the latter in its judgment, with more property experience, expertise, to the President of the Board, as her nominees to Board for 7-11 Committee membership.

I, have reviewed and accepted the recommended nominees for 7-11 Committee Membership, without modification, from the Facilities Committee. Accordingly, pursuant to Board Bylaw 9131, I, hereby nominate the following persons for 7-11 Committee Membership, whose application and resume, if any, is attached:

NOMINEE	7-11 CATEGORY (Principal)	TERM (Initial)
Vilma Serrano	Teacher	2 Year
Clifford Hong	Administrator (Principal)	1 Year
Xochitl Leon	Parent	2 Year
James Robins	Parent	1 Year
Veronica Martinez	Landowner	2 Year
Noni Session	Business Owner	1 Year
Eric Johnson	Expertise	2 Year
Tiffany Rose Lacsado	Business Owner	1 Year
Bryan Quevedo	Expertise	2 Year
Ay' Anna Moody	Expertise	1 Year
Shaeonna Muhammad	Parent	2 Year

The 7-11 Committee is expected to meet five or more time between now and June 2019. Thereafter, the period the District may need the 7-11 Committee is unknown. Accordingly, I have given each appointee, effective April 15, 2019, an initial term consistent with the establishment of a new advisory committee.

RECOMMENDATION

Adoption by the Board of Education of Resolution No. 1819-0189 - Ratification of the Appointment of Members of the 7-11 Committee, Nominated By the President of the Board, Upon Recommendation of the Facilities Committee, as stated herein.

AE:ER:lf

Attachments: Resolution No. 1819-0189
w/Attachments 1 Thru 4

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
No. 1819-0189

Ratification of the Appointment of Members of the 7-11 Committee, Nominated By the President of the Board, Upon Recommendation of the Facilities Committee

WHEREAS, the Board of Education on February 13, 2019, by Resolution No. 1819-0014, amended Board Bylaw 9131 – Advisory and Oversight Committees, Commissions, creating a district advisory committee, known as the 7-11 Committee, to advise the Board on the reuse, repurposing and disposition of school buildings and vacant sites not needed for school purposes; and,

WHEREAS, duties prescribed for the 7-11 Committee, as defined by Education Code Section 17390, includes: (a) Reviewing the projected school enrollment and other data provided by the District to determine the amount of surplus space and real property; (b) Establishing a priority list of use of surplus space and real property that will be acceptable to the community; (c) Causing to have circulated throughout the attendance area the priority list and provide for hearings of community input on acceptable uses, including sale or lease for child care development purposes pursuant to Education Code Section 17458); (d) Making a final determination of limits of tolerance of use of space and real property; and (e) Providing a report to the Board recommending a determination of whether real property is surplus space and, if so, uses of said real property; and

WHEREAS, adopted Resolution 1819-0014 also provides that all other provisions of Board Bylaw 9131, including, but not limited to, Policy, Conflict of Interest, Outside Employment, Commitment To Uphold Law, Commitment To Improve the District, not inconsistent with Education Code Section 17389, is applicable to the 7-11 Committee; and

WHEREAS, applications, from the public, for membership on the 7-11 Committee, opened on the Board of Education’s Boards and Commissions web site at 8 a.m., Saturday, February 16, 2019 and closed at 4:30 p.m., Friday, March 8, 2019; seventy-three (73) completed applications were received by the deadline; several applicants meet more than one required 7-11 Committee membership categories; the applicant pool is also representative of the advisory committee size and composition requirements of Board Bylaw 9131; and

WHEREAS, applications were preliminarily screened for requirements and recommendation by District staff including but not limited to the Tim White, Deputy Chief, Facilities Planning and Management; Mr. White, and his team, presented information on all applicants and recommended appointment of 11 candidates for consideration by the Facilities Committee of the Board at a Special Meeting of said Committee, on Friday, March 22, 2019; the Facilities Committee, following presentation, discussion, voted 3-0 favorably to recommend ten

candidates recommended by staff and one candidate selected by the Committee, in its judgment, with more property experience, expertise, to the President of the Board, as her nominees to Board for 7-11 Committee membership; and,

WHEREAS, the President of the Board has reviewed and accepted the recommended nominees for appointment to the 7-11 Committee from the Facilities Committee; hereby nominates the following persons for 7-11 Committee Membership, whose application and resume, if any, is attached:

NOMINEE	7-11 CATEGORY (Principal)	TERM (Initial)
Vilma Serrano	Teacher	2 Year
Clifford Hong	Principal (Administrator)	1 Year
Xochitl Leon	Parent	2 Year
James Robins	Parent	1 Year
Veronica Martinez	Landowner	2 Year
Noni Session	Business Owner	1 Year
Eric Johnson	Expertise	2 Year
Tiffany Rose Lacsado	Business Owner	1 Year
Bryan Quevedo	Expertise	2 Year
Ay'Anna Moody	Expertise	1 Year
Shaeonna Muhammad	Parent	2 Year

NOW, THEREFORE, BE IT RESOLVED, the Board hereby ratifies the President's appointment of the fore-stated persons to membership on the 7-11 Committee for the category and term stated, effective April 15, 2019.

PASSED AND ADOPTED by the Board of Education the Oakland Unified School District at a Regular Meeting, this 10th day of April, 2019, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Jumoke Hinton Hodge, Gary Yee, Vice President Jody London and President Aimee Eng

NOES: James Harris

RECUSE: None

ABSENT: Roseann Torres and Shanthi Gonzales, Student Directors Yota Omosowho and Josue Chavez

CERTIFICATION

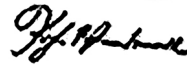
We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on April 10, 2019.

Legislative File Info.	
File ID Number:	19-0488
Introduction Date:	3/15/19
Enactment Number:	19-0543
Enactment Date:	4/10/19

OAKLAND UNIFIED SCHOOL DISTRICT



Aimee Eng
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Attachments: Legislative File No. 19-0159 (Enactment No. 19-0252 – February 13, 2019)
7-11 Committee - Summary of All Applicants Profile
(As of March 8, 2019)
President’s Nominees – 7-11 Committee - Summary Profile
President’s Nominees – 7-11 Committee - Application and Resume (If Any)



Attachment 1 - Legislative File No. 19-0159 (Enactment No. 19-0252 - February 13, 2019)

Board Office Use: Legislative File Info.	
File ID Number	19-0159
Introduction Date	2/13/2019
Enactment Number	19-0252
Enactment Date	2/13/2019 If

Memo

To Board of Education

From Dr. Kyla Trammell – Superintendent
Tim White, Deputy Chief Facilities
Marion McWilliams, General Counsel

Board Meeting Date February 13, 2019

Subject **Amendment of Board Bylaw 9131 - Advisory and Oversight Committees, Commissions
Establishment of a 7-11 Committee**

**Action Requested
and
Recommendation** Approval by the Board of Education of Resolution No. 1819-0014 –
Amendment of Board Bylaw 9131 - Advisory and Oversight Committees,
Commissions - Establishment of a 7-11 Committee

**Background and
Discussion** California Education Code Section 17389, requires that the Board of
Education establish an advisory committee commonly referred to as a “7-
11 Committee” to advise the Board on the reuse, repurposing and
disposition of school buildings and vacant sites not needed for school
purposes. By Resolution No. 1819-0014, the Board will establish the 7-11
Committee and amend Board Bylaw 9131 to provide for the selection,
membership, terms, and duties of the committee which includes: (a)
Reviewing the projected school enrollment and other data provided by the
District to determine the amount of surplus space and real property; (b)
Establishing a priority list of use of surplus space and real property that will
be acceptable to the community; (c) Causing to have circulated throughout



the attendance area the priority list and provide for hearings of community input on acceptable uses, including sale or lease for child care development purposes per Education Code section 17458); (d) Making a final determination of limits of tolerance of use; and (e) Providing a report to the Board recommending a determination of whether real property is surplus space and real property (Ed. Code § 17390).

Fiscal Impact

No direct fiscal impact from establishing the 7-11 committee. Professional services contracts for personnel supporting the committee's charge will be separately brought before the Board with fiscal impacts noted.

Attachments

Resolution 1819-0014
Board Bylaw 9131

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 1819-0014

**Amendment of Board Bylaw 9131 - Advisory and Oversight Committees, Commissions
Establishment of a 7-11 Committee**

WHEREAS, California Education Code Section 17389, requires that the Board of Education establish an advisory committee, commonly referred to as a “7-11 Committee,” to advise the Board on the reuse, repurposing and disposition of school buildings and vacant sites not needed for school purposes;

WHEREAS, California Education Code Section 17389 further provides that 7-11 Committee must be comprised of at least seven members who represent each of the following:

- The ethnic, age group and socioeconomic composition of the District
- The business community, such as store owners, managers or supervisors
- Landowners or renters, with preference to be given to representatives of neighborhood associations
- Teachers
- Administrators
- Parents of students
- Persons with expertise in environmental impact, legal contracts, building codes and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or cities and counties in which surplus space and real property is located.

WHEREAS, the duties of the 7-11 Committee include: (a) Review the projected school enrollment and other data provided by the District to determine the amount of surplus space and real property; (b) Establish a priority list of use of surplus space and real property that will be acceptable to the community; (c) Cause to have circulated throughout the attendance area the priority list and provide for hearings of community input on acceptable uses, including sale or lease for child care development purposes per Education Code section 17458); (d) Make a final determination of limits of tolerance of use; and (e) Provide a report to the Board recommending a determination of whether real property is surplus space and real property (Education Code § 17390).

WHEREAS, the District has real property that is vacant or underutilized and not used for school purposes;

WHEREAS, Board Bylaw 9131 governs the selection, appointment, terms and membership components of advisory committees;

NOW, THEREFORE, BE IT RESOLVED, the Board hereby amends Board Bylaw 9131 – Advisory and Oversight Committees, Commission, establishing a 7-11 Committee and the application for, selection, appointment, terms and membership thereof, not otherwise defined by Education Code Section 17389, shall be in accordance with the provisions of Board Bylaw 9131.

PASSED AND ADOPTED by the Board of Education the Oakland Unified School District, this 13th day of February 2019, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Jumoke Hinton Hodge, Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris, Vice President Jody London and President Aimee Eng

NOES: None

ABSTAINED: None

RECUSE: None

ABSENT: Student Directors Yota Omosowho and Josue Chavez

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on February 13, 2019.

Legislative File Info.	
File ID Number:	19-0075
Introduction Date:	1/23/19
Enactment Number:	19-0252
Enactment Date:	2/13/2019

OAKLAND UNIFIED SCHOOL DISTRICT



Aimee Eng
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Attachment: Amendment, Board Bylaw 9131 - Advisory and Oversight Committees, Commissions – Establishing 7-11 Committee

OAKLAND UNIFIED SCHOOL DISTRICT

Board Bylaw

BB 9131

Advisory and Oversight Committees, Commission

Section 1 General Guidelines

Purposes

1.4.1 The Board shall establish advisory or oversight committees or commissions for the purpose of meeting legal requirements and to provide advice and involvement concerning matters of interest and welfare to the Board of Education. Advisory Committees shall focus their work on the goals and objectives of the District. Oversight committees or commissions have specific mandates outlined in authorizing legislation or voter-approved bonds and parcel taxes. These committees or commissions are advisory to the Board of Education; the Board of Education retains final authority.

1.4.2 All meetings of Advisory and Oversight Committees or Commissions are open to the public and shall have designated times for public comment.

Appointment, Term of Membership, and Attendance

1.2.1 Persons interested in serving on advisory committees, oversight committee or commission shall submit an application and any documents that outline their qualifications for and commitment to serve on the body, such as a resume.

1.2.2 Information regarding openings for each advisory committee, oversight committee or commission, the mission, and anticipated number of meetings for each body and applications for each body shall be available from the Office of the Board of Education and the OUSD website.

1.2.3 Information regarding the mandate, membership, and meeting schedule for each body shall be available from the Office of the Board of Education and the OUSD website.

1.2.4 Unless otherwise specified, the attendance requirement for each body shall provide that if a member misses two consecutive meetings without a valid excuse, as determined by the body, the member shall be considered to have resigned.

1.2.5 Unless otherwise specified, the term of a member, shall be for a two-year period. Fifty percent of the members are to be appointed each year. In instances where all committee members are appointed simultaneously, the minority of members shall be appointed to one-year terms, and the majority of members shall be appointed to two-year terms.

1.2.6 Terms of members shall be limited to a total of six years or three full terms. Members are eligible for re-appointment after one year off the committee, commission.

1.2.7 Committees, Commissions unless otherwise specified, shall expire on June 30th of the academic year in which formed unless extended by the Board. Committees, Commissions shall be in recess during the month of July.

1.2.8 A decision regarding any replacement to fill vacancies shall be made by the Board, according to the application process outlined above, unless otherwise specified.

Size and Composition

1.3.1 Committees, Commissions unless otherwise specified, shall be limited to seven members. Individuals interested in serving on an advisory committee, commission shall submit an application and any supporting documents such as a resume. All applications shall be reviewed by the Board President or the Board President's designee. The Board President's recommendations for the appointment of members to each committee shall be forwarded to the Board of Education for ratification.

1.3.2 The composition of committees, commissions shall be representative of the following, unless otherwise specified in the creation resolution:

- ♣ the ethnic, age group, and socio-economic composition of the District;
- ♣ the City's seven electoral districts;
- ♣ the business community;
- ♣ community organizations;
- ♣ teachers, administrators, and other school employees;
- ♣ parents;
- ♣ students; and
- ♣ labor organizations.

Operating Procedures

1.4.3 The specific function of the committee, commission shall be determined by the Board resolution establishing the committee.

1.4.4 Each committee, commission shall elect a chairperson, vice-chairperson, and secretary.

1.4.5 Written minutes shall be kept of all meetings held and shall record attendance and recommendations made. Copies of un-adopted minutes shall be forwarded to the Board and to the Superintendent within ten days after each meeting. Adopted minutes shall be made available to the public by posting on the OUSD website.

1.4.6 Copies of all recommendations shall be forwarded by separate letter to the Board and to the Superintendent within ten days after the meeting at which the recommendations were adopted by the committee.

1.4.7 The quorum for each meeting shall be fifty percent + one of the membership.

1.4.8 There shall be no proxy votes.

1.4.9 All committees, commissions shall comply with the provisions of the Brown Act (Government Code 54950-54961).

1.4.10 Committee, commission members shall not be compensated for their services.

Board Liaisons

The Board President shall appoint a Board Director (each year at the Board's Annual Organization Meeting) to serve as a Board Liaison to each Advisory and Oversight committee, commission. The Board Liaison shall attend and observe all committee, commission meetings, and provide consultative support to the committee, commission chairperson.

Support Services

The Superintendent shall designate a Chief (senior management) to serve as the coordinator to each committee, commission and said liaison shall be responsible for providing support services as needed. A staff person designated by the Superintendent shall support all committees, commissions on behalf of the Superintendent. The Superintendent shall publicize the availability of vacancies on advisory, oversight committees, commissions. The Superintendent shall inform the public of the appointment of members of advisory, oversight committees, commission made by the Board.

District Impact

To the extent possible, the liaison to each committee, commission shall provide a District Impact Statement on behalf of the Superintendent providing an analysis of the financial and programmatic impact of recommendations made by committees, commissions.

Evaluation

If recommendations are enacted, the effectiveness of the recommendations shall be evaluated to determine if they are meeting the identified goals.

Section 2 Mandated Advisory or Oversight Committees, Commissions

Advisory or oversight committees, commissions that are mandated by law, court decision, or regulation shall conform and operate in compliance with the legal requirements for the body. Prior to the time at which the mandate of such an advisory or

oversight committee, commission ends, the Board shall determine if or in what form the committee, commission, consistent with law, shall continue to function.

Mandated committees, commissions include the Citizens' Bond Oversight Committee and the Measure G Parcel Tax Oversight Committee, and the Measure N – College and Career Readiness Commission.

Measures A, B, and J Citizens Bond Oversight Committee

Date created: February 27, 2013; Resolution No. 1213-0103

Purpose: To provide advice and recommendation to the District regarding the expenditure of funds for bond related projects, to actively review and report on the proper expenditure of taxpayers' money for school construction and to take any necessary action in furtherance of its purpose including, but not limited to, receiving and reviewing copies of annual independent financial audits and deferred maintenance proposals, inspecting school facilities and grounds, receiving and reviewing cost-saving measures designed to reduce the costs of professional fees and site preparation. The Committee shall have the option to tour sites where Bond funds are being expended, with support from the Superintendent.

Number of members: Nine (9)

Special selection process: Pursuant to Proposition 39 (2000), the Committee shall have at least nine members and shall include the following persons:

- One (1) member who is a parent or guardian of a child enrolled in the District.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizen's organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member who is both a parent and guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent- Teacher Association or a school site council.
- At least three (3) members of the community-at-large appointed by the Board.

A single individual may be appointed as a representative of more than one of the above categories, if applicable. The Board of Education shall seek to ensure that the committee is representative of the diversity of the District.

Qualification Standards:

- (a) To be a qualified person, he or she must be at least 18 years of age.

(b) The Bond Oversight Committee may not include any employee, official of the District, or any vendor, contractor, or consultant of the District.

(c) A majority of the members of the Committee shall possess expertise in one or more of the following areas:

- Large scale construction operations
- Municipal / Public finance matter
- Multiple years experience with agency/entity budgeting
- Construction related project management
- Real Estate acquisition or sales

Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and Bylaw of the Board 9270.

Measure G Parcel Tax Oversight Committee

Date created: August 27, 2008 Resolution No. 0809-0043

Purpose: To inform the public concerning the expenditure of parcel tax revenues and to review and report on the proper expenditure of taxpayers' money generated by the 2009 Measure G parcel tax. The committee shall:

- ♣ Receive and review a report from the Superintendent no later than December 31st of each year that details: (1) the amount of Education Parcel Tax revenues received and expended in the prior year, including District reports and independent annual audit reports pertaining hereto; and (2) the status of any projects of descriptions of any program funded from proceeds of the tax.
- ♣ Produce an annual report on the preceding fiscal year expenditures for public distribution and distribution to the Board of Education not later than February 28th annually that communicates the Committee's finding as to whether tax proceeds are being spent for the purposes permitted by the Measure and recommendations, if any.

The Committee shall have the option to tour sites where Parcel Tax revenues are being expended.

Special Selection Process: The Committee shall consist of seven (7) members, and shall possess expertise in or represent the following:

- One member shall be the parent or guardian of a child enrolled in the District;
- One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the School Site Council or Parent Teacher Association;
- One member shall be a community member who does not currently have a child enrolled in the District
- One member shall be a representative of the business community; and
- At least two members shall have demonstrated financial expertise.

At least four members of the committee shall be property owners in the City of Oakland. A single individual may be appointed as a representative of more than one of the above categories, if applicable. The Board of Education shall seek to ensure the Committee is representative of the diversity of the District.

Measure N – College & Career Readiness Commission

Date Created: December 10, 2014; Effective February 1, 2015

Purpose: The Measure N College & Career Readiness Commission shall advise and report to the Board of Education and shall be responsible for:

Planning

- a) Reviewing each high school's School Quality Review findings, Balanced Scorecard results, and education improvement plans;
- b) Submitting school funding recommendations to the Board of Education for action.

Oversight

- a) Oversight of proper allocation and use of all parcel tax monies;
- b) Reviewing annual independent audit reports;
- c) Submitting recommendations to the Board of Education any new or modified policies and administrative regulations to ensure the Oakland Unified School District's compliance with the requirements and intent of Measure N.

Membership/Qualifications: The College & Career Readiness Commission shall be comprised of five (5) persons who demonstrate extensive knowledge and expertise in high school and postsecondary curriculum, instruction, and leadership; education research, evaluation, and analytics; and financial management and audits.

Measure G1 – Districtwide Teacher Retention and Middle School Improvement Act Oversight Commission

Date Created: January 25, 2017; Effective February 16, 2017

Purpose: The Measure G1 – Districtwide Teacher Retention and Middle School Improvement Act Oversight Commission shall advise and report to the Board of Education and shall be responsible for (a) oversight of proper allocation and use of all parcel tax monies, (b) reviewing annual independent audit reports, and (c) submitting recommendations to the Board of Education for any new or modified policies and administrative regulations to ensure the Oakland Unified School District's compliance with the requirements and intent of Measure G1.

Membership/Qualifications: The Measure G1 – Districtwide Teacher Retention and Middle School Improvement Act Oversight Commission shall be comprised of five (5) persons, giving preference to persons who demonstrate extensive knowledge and expertise in middle school education, with a focus on arts, music, and world languages, school safety, and in compensation for K-12 educational professionals.

Section 3 **Ongoing Advisory Committees**

The Board shall designate clearly the purpose, scope of activities, and membership of other advisory committees.

Ongoing other advisory committees include the Audit Committee. The Audit Committee is maintained at the recommendation of the Financial Crisis Management and Assistance Team as a best practice for highly functioning school districts.

Audit Committee

Date created: December 13, 2006; Board Policy 3461

Purpose: The responsibilities of the Audit Committee shall include but not be limited to the following:

1. Recommend to the Board for approval the independent auditors.
2. Review the independent audit engagement including the fee, scope and timing of the audit, and any other services to be rendered, including non-audit services.
3. Review with the independent auditor's district policies and procedures regarding internal auditing and internal accounting and financial controls.
4. Upon completion of their audit, review with the independent auditors the cooperation they received from district personnel during the audit, the extent to which district resources could be used to minimize the time spent on the audit, and any significant matters of concern arising from the audit.
5. Review with the independent auditors any significant transactions which are not a normal part of the district's business, any changes in accounting principles and practices, all significant proposed audit adjustments, and any recommendations that they may have for improving internal controls, choice of accounting principles or management systems.
6. Review with the district's financial and accounting staff district policies regarding internal accounting and financial controls.
7. Review and recommend district policies to the Board to prohibit unethical, questionable, or illegal activities by district employees.
8. Review with the internal auditor the organization and independence of the internal audit function; the goals and plans of internal audit including the nature and extent of

work; problems and experiences in completing internal audits; and findings, conclusions, and recommendations as a result of internal audits.

9. Upon completion of the independent audit, review with the district's financial and accounting managers their perception of the independent auditors, any significant matters of concern arising from the audit, and the extent to which recommendations made by the independent auditors have been implemented.

10. Prepare semi-annual written reports to the Board relating the results of committee activities.

The Board of Education shall provide written guidance to the Audit Committee on an annual basis regarding those areas on which the Audit Committee should focus.

Number of members: Five (5): At least three members shall possess expertise in internal and/or external audits, and/or management of a public school system.

Selection procedure: Community members shall apply consistent with the procedures outlined above.

7-11 Committee

Date created: February 13, 2019

Purpose: the duties of the 7-11 Committee include: (a) Review the projected school enrollment and other data provided by the District to determine the amount of surplus space and real property; (b) Establish a priority list of use of surplus space and real property that will be acceptable to the community; (c) Cause to have circulated throughout the attendance area the priority list and provide for hearings of community input on acceptable uses, including sale or lease for child care development purposes per Education Code section 17458); (d) Make a final determination of limits of tolerance of use; and (e) Provide a report to the Board recommending a determination of whether real property is surplus space and real property (Education Code § 17390)

Number of members: 7-11. The Committee must be comprised of at least seven members who represent each of the following:

- The ethnic, age group and socioeconomic composition of the District,
- The business community, such as store owners, managers or supervisors,
- Landowners or renters, with preference to be given to representatives of neighborhood associations,
- Teachers,
- Administrators,
- Parents of students,
- Persons with expertise in environmental impact, legal contracts, building codes and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or cities and counties in which surplus space and real property is located.

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A single individual may be appointed as a representative of more than one of the above categories, if applicable. The Board of Education shall seek to ensure the Committee is representative of the diversity of the District.

Selection procedure: Community members shall apply consistent with the procedures outlined above.

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Section 4 Task Forces of Limited Duration

4.1 The Board shall designate clearly the purpose, scope of activities, membership, and duration of task forces that are, by design, of limited duration.

Section 5 Committee Ethics Policy Statement

This Ethics Policy Statement provides general guidelines for all advisory and oversight Committee, Commission members in carrying out their responsibilities. Not all ethical issues that Committee, Commission members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee, Commission members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

CONFLICT OF INTEREST. A Committee, Commission member shall not make or influence a District decision related to: (1) any contract funded by bond or parcel tax proceeds or (2) any program, project which will benefit the committee, commission member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

OUTSIDE EMPLOYMENT. A Committee, Commission member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond or parcel tax proceeds, or (2) any construction project. A Committee, Commission member shall not make or influence a District decision related to any construction project or contact with the District involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, Commission, a former Committee, Commission member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee, Commission member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, Commission, a former Committee, Commission member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to:

- (1) Bidding on projects funded by the bond or parcel tax proceeds; and
- (2) Any construction project.

COMMITMENT TO UPHOLD LAW. A Committee, Commission member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California

(particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Oakland Unified School District;

COMMITMENT TO IMPROVEMENT OF DISTRICT. A Committee, Commission member shall place the interests of the District above any personal or business interest of the member.

3/27/13; 11/19/14A; 1/25/17A

OAKLAND UNIFIED SCHOOL DISTRICT

Board Bylaw

BB 9131

Advisory and Oversight Committees, Commissions

Section 1 General Guidelines

Purposes

1.4.1 The Board shall establish advisory or oversight committees or commissions for the purpose of meeting legal requirements and to provide advice and involvement concerning matters of interest and welfare to the Board of Education. Advisory Committees shall focus their work on the goals and objectives of the District. Oversight committees or commissions have specific mandates outlined in authorizing legislation or voter-approved bonds and parcel taxes. These committees or commissions are advisory to the Board of Education; the Board of Education retains final authority.

1.4.2 All meetings of Advisory and Oversight Committees or Commissions are open to the public and shall have designated times for public comment.

Appointment, Term of Membership, and Attendance

1.2.1 Persons interested in serving on advisory committees, oversight committee or commission shall submit an application and any documents that outline their qualifications for and commitment to serve on the body, such as a resume.

1.2.2 Information regarding openings for each advisory committee, oversight committee or commission, the mission, and anticipated number of meetings for each body and applications for each body shall be available from the Office of the Board of Education and the OUSD website.

1.2.3 Information regarding the mandate, membership, and meeting schedule for each body shall be available from the Office of the Board of Education and the OUSD website.

1.2.4 Unless otherwise specified, the attendance requirement for each body shall provide that if a member misses two consecutive meetings without a valid excuse, as determined by the body, the member shall be considered to have resigned.

1.2.5 Unless otherwise specified, the term of a member, shall be for a two-year period. Fifty percent of the members are to be appointed each year. In instances where all committee members are appointed simultaneously, the minority of members shall be appointed to one-year terms, and the majority of members shall be appointed to two-year terms.

1.2.6 Terms of members shall be limited to a total of six years or three full terms. Members are eligible for re-appointment after one year off the committee, commission.

1.2.7 Committees, Commissions unless otherwise specified, shall expire on June 30th of the academic year in which formed unless extended by the Board. Committees, Commissions shall be in recess during the month of July.

1.2.8 A decision regarding any replacement to fill vacancies shall be made by the Board, according to the application process outlined above, unless otherwise specified.

Size and Composition

1.3.1 Committees, Commissions unless otherwise specified, shall be limited to seven members. Individuals interested in serving on an advisory committee, commission shall submit an application and any supporting documents such as a resume. All applications shall be reviewed by the Board President or the Board President's designee. The Board President's recommendations for the appointment of members to each committee shall be forwarded to the Board of Education for ratification.

1.3.2 The composition of committees, commissions shall be representative of the following, unless otherwise specified in the creation resolution:

- ♣ the ethnic, age group, and socio-economic composition of the District;
- ♣ the City's seven electoral districts;
- ♣ the business community;
- ♣ community organizations;
- ♣ teachers, administrators, and other school employees;
- ♣ parents;
- ♣ students; and
- ♣ labor organizations.

Operating Procedures

1.4.3 The specific function of the committee, commission shall be determined by the Board resolution establishing the committee.

1.4.4 Each committee, commission shall elect a chairperson, vice-chairperson, and secretary.

1.4.5 Written minutes shall be kept of all meetings held and shall record attendance and recommendations made. Copies of un-adopted minutes shall be forwarded to the Board and to the Superintendent within ten days after each meeting. Adopted minutes shall be made available to the public by posting on the OUSD website.

1.4.6 Copies of all recommendations shall be forwarded by separate letter to the Board and to the Superintendent within ten days after the meeting at which the recommendations were adopted by the committee.

1.4.7 The quorum for each meeting shall be fifty percent + one of the membership.

1.4.8 There shall be no proxy votes.

1.4.9 All committees, commissions shall comply with the provisions of the Brown Act (Government Code 54950-54961).

1.4.10 Committee, commission members shall not be compensated for their services.

Board Liaisons

The Board President shall appoint a Board Director (each year at the Board's Annual Organization Meeting) to serve as a Board Liaison to each Advisory and Oversight committee, commission. The Board Liaison shall attend and observe all committee, commission meetings, and provide consultative support to the committee, commission chairperson.

Support Services

The Superintendent shall designate a Chief (senior management) to serve as the coordinator to each committee, commission and said liaison shall be responsible for providing support services as needed. A staff person designated by the Superintendent shall support all committees, commissions on behalf of the Superintendent. The Superintendent shall publicize the availability of vacancies on advisory, oversight committees, commissions. The Superintendent shall inform the public of the appointment of members of advisory, oversight committees, commission made by the Board.

District Impact

To the extent possible, the liaison to each committee, commission shall provide a District Impact Statement on behalf of the Superintendent providing an analysis of the financial and programmatic impact of recommendations made by committees, commissions.

Evaluation

If recommendations are enacted, the effectiveness of the recommendations shall be evaluated to determine if they are meeting the identified goals.

Section 2 Mandated Advisory or Oversight Committees, Commissions

Advisory or oversight committees, commissions that are mandated by law, court decision, or regulation shall conform and operate in compliance with the legal requirements for the body. Prior to the time at which the mandate of such an advisory or

oversight committee, commission ends, the Board shall determine if or in what form the committee, commission, consistent with law, shall continue to function.

Mandated committees, commissions include the Citizens' Bond Oversight Committee and the Measure G Parcel Tax Oversight Committee, and the Measure N – College and Career Readiness Commission.

Measures A, B, and J Citizens Bond Oversight Committee

Date created: February 27, 2013; Resolution No. 1213-0103

Purpose: To provide advice and recommendation to the District regarding the expenditure of funds for bond related projects, to actively review and report on the proper expenditure of taxpayers' money for school construction and to take any necessary action in furtherance of its purpose including, but not limited to, receiving and reviewing copies of annual independent financial audits and deferred maintenance proposals, inspecting school facilities and grounds, receiving and reviewing cost-saving measures designed to reduce the costs of professional fees and site preparation. The Committee shall have the option to tour sites where Bond funds are being expended, with support from the Superintendent.

Number of members: Nine (9)

Special selection process: Pursuant to Proposition 39 (2000), the Committee shall have at least nine members and shall include the following persons:

- One (1) member who is a parent or guardian of a child enrolled in the District.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizen's organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member who is both a parent and guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent- Teacher Association or a school site council.
- At least three (3) members of the community-at-large appointed by the Board.

A single individual may be appointed as a representative of more than one of the above categories, if applicable. The Board of Education shall seek to ensure that the committee is representative of the diversity of the District.

Qualification Standards:

- (a) To be a qualified person, he or she must be at least 18 years of age.

(b) The Bond Oversight Committee may not include any employee, official of the District, or any vendor, contractor, or consultant of the District.

(c) A majority of the members of the Committee shall possess expertise in one or more of the following areas:

- Large scale construction operations
- Municipal / Public finance matter
- Multiple years experience with agency/entity budgeting
- Construction related project management
- Real Estate acquisition or sales

Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and Bylaw of the Board 9270.

Measure G Parcel Tax Oversight Committee

Date created: August 27, 2008 Resolution No. 0809-0043

Purpose: To inform the public concerning the expenditure of parcel tax revenues and to review and report on the proper expenditure of taxpayers' money generated by the 2009 Measure G parcel tax. The committee shall:

- ♣ Receive and review a report from the Superintendent no later than December 31st of each year that details: (1) the amount of Education Parcel Tax revenues received and expended in the prior year, including District reports and independent annual audit reports pertaining hereto; and (2) the status of any projects of descriptions of any program funded from proceeds of the tax.
- ♣ Produce an annual report on the preceding fiscal year expenditures for public distribution and distribution to the Board of Education not later than February 28th annually that communicates the Committee's finding as to whether tax proceeds are being spent for the purposes permitted by the Measure and recommendations, if any.

The Committee shall have the option to tour sites where Parcel Tax revenues are being expended.

Special Selection Process: The Committee shall consist of seven (7) members, and shall possess expertise in or represent the following:

- One member shall be the parent or guardian of a child enrolled in the District;
- One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the School Site Council or Parent Teacher Association;
- One member shall be a community member who does not currently have a child enrolled in the District
- One member shall be a representative of the business community; and
- At least two members shall have demonstrated financial expertise.

At least four members of the committee shall be property owners in the City of Oakland. A single individual may be appointed as a representative of more than one of the above categories, if applicable. The Board of Education shall seek to ensure the Committee is representative of the diversity of the District.

Measure N – College & Career Readiness Commission

Date Created: December 10, 2014; Effective February 1, 2015

Purpose: The Measure N College & Career Readiness Commission shall advise and report to the Board of Education and shall be responsible for:

Planning

- a) Reviewing each high school's School Quality Review findings, Balanced Scorecard results, and education improvement plans;
- b) Submitting school funding recommendations to the Board of Education for action.

Oversight

- a) Oversight of proper allocation and use of all parcel tax monies;
- b) Reviewing annual independent audit reports;
- c) Submitting recommendations to the Board of Education any new or modified policies and administrative regulations to ensure the Oakland Unified School District's compliance with the requirements and intent of Measure N.

Membership/Qualifications: The College & Career Readiness Commission shall be comprised of five (5) persons who demonstrate extensive knowledge and expertise in high school and postsecondary curriculum, instruction, and leadership; education research, evaluation, and analytics; and financial management and audits.

Measure G1 – Districtwide Teacher Retention and Middle School Improvement Act Oversight Commission

Date Created: January 25, 2017; Effective February 16, 2017

Purpose: The Measure G1 – Districtwide Teacher Retention and Middle School Improvement Act Oversight Commission shall advise and report to the Board of Education and shall be responsible for (a) oversight of proper allocation and use of all parcel tax monies, (b) reviewing annual independent audit reports, and (c) submitting recommendations to the Board of Education for any new or modified policies and administrative regulations to ensure the Oakland Unified School District's compliance with the requirements and intent of Measure G1.

Membership/Qualifications: The Measure G1 – Districtwide Teacher Retention and Middle School Improvement Act Oversight Commission shall be comprised of five (5) persons, giving preference to persons who demonstrate extensive knowledge and expertise in middle school education, with a focus on arts, music, and world languages, school safety, and in compensation for K-12 educational professionals.

Section 3 Ongoing Advisory Committees

The Board shall designate clearly the purpose, scope of activities, and membership of other advisory committees.

Ongoing other advisory committees include the Audit Committee. The Audit Committee is maintained at the recommendation of the Financial Crisis Management and Assistance Team as a best practice for highly functioning school districts.

Audit Committee

Date created: December 13, 2006; Board Policy 3461

Purpose: The responsibilities of the Audit Committee shall include but not be limited to the following:

1. Recommend to the Board for approval the independent auditors.
2. Review the independent audit engagement including the fee, scope and timing of the audit, and any other services to be rendered, including non-audit services.
3. Review with the independent auditor's district policies and procedures regarding internal auditing and internal accounting and financial controls.
4. Upon completion of their audit, review with the independent auditors the cooperation they received from district personnel during the audit, the extent to which district resources could be used to minimize the time spent on the audit, and any significant matters of concern arising from the audit.
5. Review with the independent auditors any significant transactions which are not a normal part of the district's business, any changes in accounting principles and practices, all significant proposed audit adjustments, and any recommendations that they may have for improving internal controls, choice of accounting principles or management systems.
6. Review with the district's financial and accounting staff district policies regarding internal accounting and financial controls.
7. Review and recommend district policies to the Board to prohibit unethical, questionable, or illegal activities by district employees.
8. Review with the internal auditor the organization and independence of the internal audit function; the goals and plans of internal audit including the nature and extent of

work; problems and experiences in completing internal audits; and findings, conclusions, and recommendations as a result of internal audits.

9. Upon completion of the independent audit, review with the district's financial and accounting managers their perception of the independent auditors, any significant matters of concern arising from the audit, and the extent to which recommendations made by the independent auditors have been implemented.

10. Prepare semi-annual written reports to the Board relating the results of committee activities.

The Board of Education shall provide written guidance to the Audit Committee on an annual basis regarding those areas on which the Audit Committee should focus.

Number of members: Five (5): At least three members shall possess expertise in internal and/or external audits, and/or management of a public school system.

Selection procedure: Community members shall apply consistent with the procedures outlined above.

7-11 Committee

Date created: February 13, 2019

Purpose: the duties of the 7-11 Committee include: (a) Review the projected school enrollment and other data provided by the District to determine the amount of surplus space and real property; (b) Establish a priority list of use of surplus space and real property that will be acceptable to the community; (c) Cause to have circulated throughout the attendance area the priority list and provide for hearings of community input on acceptable uses, including sale or lease for child care development purposes per Education Code section 17458); (d) Make a final determination of limits of tolerance of use; and (e) Provide a report to the Board recommending a determination of whether real property is surplus space and real property (Education Code § 17390)

Number of members: 7-11. The Committee must be comprised of at least seven members who represent each of the following:

- The ethnic, age group and socioeconomic composition of the District
- The business community, such as store owners, managers or supervisors
- Landowners or renters, with preference to be given to representatives of neighborhood associations
- Teachers
- Administrators
- Parents of students
- Persons with expertise in environmental impact, legal contracts, building codes and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities or cities and counties in which surplus space and real property is located.

A single individual may be appointed as a representative of more than one of the above categories, if applicable. The Board of Education shall seek to ensure the Committee is representative of the diversity of the District.

Selection procedure: Community members shall apply consistent with the procedures outlined above.

Section 4 Task Forces of Limited Duration

4.1 The Board shall designate clearly the purpose, scope of activities, membership, and duration of task forces that are, by design, of limited duration.

Section 5 Committee Ethics Policy Statement

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POLICY

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COMMITMENT TO IMPROVEMENT OF DISTRICT. A Committee, Commission member shall place the interests of the District above any personal or business interest of the member.

3/27/13; 11/19/14A; 1/25/17A; 2/13/19A

7-11 Committee Summary of Applicants Profile (As of March 8, 2019)

Name	Recommended	D1	D2	D3	D4	D5	D6	D7	Male	Female	Land Owner	Business Owner	Teacher	Principal	Parent	Subject Expertise	Black	Asian	Latino	White	Other Race	Low Income	Upper Income	Charter or District Affiliation?	Notes		
Fancia Abbatantuono			X						X		X									X			X	Charter-Epic			
Benjie Achtenberg			X						X		X			former	X	lawyer				X				X	Kaiser parent		
Jason Allen							X		X		X													X	Kaiser parent		
James Armstrong			X						X		X				X					X				X	Kaiser parent		
AyAnna Moody	Yes							X	X		X						X						X	X	central office staff		
Clifford Hong	Yes				X				X		X			X		Administrator		X					X	X	Melrose Leadership	Principal at Roosevelt	
Craig Hine			X						X		X				X	ite Investing, Development & Operations				X			X	X	Crocker		
Jorge Lerma						X			X		X								X				X	X			
Mark Hurly			X						X		X				X					X			X	X			
Molly Brostrom		X							X		X				X					X			X	X			
Nicholas Ashby			X						X		X				X					X			X	X			
Noni Sessions	Yes			X					X		X	X				Co-Op & Real Estate Developer		X					X	X			
F'ahn Bey							X		X		X			X					X				X	X	Charter- KIPP		
Scott Corwin				X					X		X			X-TSA						X			X	X			
Timothy Demry				X					X		X					Real Estate Specialist				X			X	X	Charter- KIPP		
Darrell Drew				X					X		X				X	Legal Processor- former SSO		X					X	X	Lincoln		
Razzu Engen					X				X		X					Engineer				X			X	X	Manzanita SEED	Focused on using facilities for rec opportunities	
Jennifer Formoso								X	X		X			X					X				X	X	THORNHILL		
Cherisse Gash		X							X		X				X	Liason Consultant & Volunteer					X	X	X	X	Met West		
Jenaver Goodman						X			X		X				X								X	X	Sequoia/Bret Harte		
Stracey Gordon							X		X		X				X								X	X	Kaiser		
Howard Green	Yes	X							X		X				X	Finance & Operations Executive		X					X	X	Kaiser/Montera		
Jabari Herbert				X					X		X				X	Construction		X					X	X		Pacific Charter School Dev Group	
Markko Highsmith				X					X		X				X	Operations							X	X	City of Oakland		
Shaonna Muhammad	Yes	X							X		X				X	Administrative		X					X	X	North Oakland Community (Oakland REACH)		
Grayson Holden									X		X				X	Architect							X	X	Kaiser		
Veronica Martinez	Yes	X							X		X				X				X				X	X	Santa Fe		
Clarence Hunt			X						X		X	X			X	Executive		X					X	X	Kaiser		
Harriet Hutchinson						X			X		X				X	Public Education Advocate		X				X	X	X			
Mike Hutchinson						X			X		X				X								X	X			
Eric Johnson	yes		X						X		X				X	Affordable Housing				X			X	X			
Peter Kahn			X						X		X				X	Real Estate Private Equity				X			X	X	Oakland Tech		
Adam Kaye			X						X		X				X	Director of Real Estate							X	X	Kipp Bridge		
Autumn King					X				X		X				X	Communications		X					X	X	Redwood Heights/Skyline		
Brian Kohn					X				X		X			X	X-OSA	Architecture Office Administration				X			X	X	OSA- Charter	OSA Principal	
Amy Koury		X							X		X				X				X				X	X			
Ylma Serrano	Yes		X						X		X				X				X				X	X	Melrose Leadership Academy		
Hugo Lawton							X		X		X				X	Teacher				X			X	X	Greenleaf		
Kelley Leathers	Alternate					X			X		X			X	Teacher/Instructional Coach				X			X	X	CCPA			
Xochitl Leon	Yes						X		X		X				X	Marketing Strategy			X				X	X	Kaiser, East Bay Innovation		
Elizabeth Lyons			X						X		X				X	Residential Property Manager							X	X	Kaiser/Clearmont - OSA Charter		
Kelly Martin			X						X		X				X	Philanthropy							X	X	Kaiser		
Alison McDonald							X		X		X				X	Educator				X			X	X		Former principal	
David Kakishiba	Alternate			X					X		X	X		X	X-former	Former board member			X				X	X			
Tiffany Ross Lacsado	Yes						X		X		X				X	Workforce Dev., Arts & Culture		X					X	X	Greenleaf		
Sydney Mulkey					X				X		X				X									X	X		
Salee Nadel-Hayes				X					X		X				X	Education Administrator		X					X	X	Melrose Leadership		
Jose Padilla			X						X		X				X				X				X	X	Prescott		
Sterfanie Parrott				X					X		X				X	Real Estate Broker		X					X	X			
Elizabeth Pauw					X				X		X				X	Speech & Language Pathologist				X			X	X			
Alan Pursell							X		X		X				X					X			X	X	Emerson		
Bryan Quevedo	Yes				X				X		X				X				X				X	X	Policy specialist		
Aileen Randolph			X						X		X				X								X	X			
Jaki Rangel								X	X		X				X								X	X			
Carmelita Reyes			X						X		X				X	High School Principal				X			X	X	Oakland International	Does not live in Oakland	
Jennifer Rice			X						X		X				X	chool Facilities Project Management							X	X	Manzanita SEED	Pacific Charter School Dev Group	
James Robins	Yes					X			X		X				X	Land & Resource Use Specialist						?	?	Oakland Tech			
Tane Ross									X		X				X	Graphic Designer		X					X	X			
Jason Bartlett	Alternate								X		X				X	Financial Manager				X			X	X			
Susan Piper	Alternate			X					X		X				X					X			X	X			
Jeffrey Sheibels							X		X		X				X	Business Analysis				X			X	X			
Rhommel Sotelo					X				X		X				X	Grantmaker			X				X	X	OSA - Charter	Rogers Foundation	
Richard Speigman				X					X		X			X	Social Research				X				X	X			
Elizabeth Stage			X						X		X				X	Science Educator & Administrator				X			X	X			
Amanda Stannard									X		X				X	Real Estate Financial Professional				X			X	X	Crocker/Chabot		
Eve Stewart			X						X		X				X	Affordable Housing Developer				X			X	X	Crocker/Edna Brewer		
Amy Sisco			X						X		X				X				X				X	X			
Dirk Tillotson						X			X		X				X	Non Profit		X					X	X		EFC board member	
Anusheh Warda			X						X		X			X							X		X	X			
Courtney Welch			X						X		X				X								X	X			
Wanda Wilkerson									X		X				X								X	X			
Stephen Young			X						X		X				X	Builder/Carpenter				X			X	X	Kaiser		

President's Nominees – 7-11 Committee Summary - Profile

City District Representation (Need 1 person per district, Per our own district requirement for committees)	Demographic matches the District (The ethnic, age group and socioeconomic composition of the District)	Teacher (Teachers)	Principal (Administrators)	Parent (Parents/guardians of students)	Landowner (Landowners or renters, with preference to be given to representative's neighborhood associations)	Business Owner (The business community, such as store owners, managers or supervisors)	Expertise (Persons with expertise in environmental, legal, construction and/or land use planning, including, but not limited to, knowledge of the zoning and other land use restriction of the City of Oakland)
2 from D1, 2 from D2 1 from D3 1 from D4 2 from D5 2 from D6 1 from D7	3 Black 4 Latinx 2 Asian 2 White 4 Low-Middle Income 7 Middle-Upper Income	Vilma Serrano Teacher - Melrose Leadership Academy (MLA) D2 Latinx Female	Cliff Hong Principal - Roosevelt Middle School D5 Asian Male (also a parent)	Xochitl Leon Parent - Kaiser and East Bay Innovation Academy (EBIA) D6 Latinx Female James Robins Experience California Environmental Quality Act (CEQA), Oakland Tech Parent D5 White? (Unknown) Male Shaeonna Muhammad Parent - North Oakland Community Charter School(Oakland Reach) D1 Black Female	Veronica Martinez Santa Fe Neighborhood Association, financial background (also a Parent) D1 Latinx Female	Noni Sessions Low-income housing business - East Bay Permanent Real Estate Cooperative D3 Black Female Tiffany Rose Lacsado Small Business Owner - The Lei Company (Also a Parent - Greenleaf Academy) D6 Asian Female	Eric Johnson Affordable Housing D2 White Male Bryan Quevedo Policy analyst - San Francisco City D4 Latinx Male Ay'Anna Moody OUSD staff member - college access/Futures Centers VP of National Association for the Advancement of Colored People (NAACP) D7 Black Female

A. Legal Basis Documents

v. OUSD Board Resolution re Committee Charge

Board Office Use: Legislative File Info.	
File ID Number	19-1417
Introduction Date	6-14-19
Enactment Number	19-1236
Enactment Date	6/26/19 os



Memo

To Facilities Committee

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief of Facilities Planning and Management

Board Meeting Date June 26, 2019

Subject **Resolution No. 1819-0247 - Board of Education Charge To "7-11" Committee Limiting Consideration of Specific Sites Identified As First Phase Properties**

Action Approval of Resolution No. 1819-0247 to approve the 7-11 Committee's charge to consider specific sites identified as First Phase Properties.

Background Board direction is necessary for the new 7-11 Committee to begin consideration of properties in accordance with Education Code Section 17387 et. seq.

- With clear direction from the Board, the Committee can begin consideration of disposition and potential uses of these first sites to develop recommendations to the Board at the conclusion of the Committee's work.

Discussion District staff, in consultation with the community and with ongoing reporting to the Board, have developed a preliminary list of potential vacant properties for consideration by the 7-11 Committee. The First Phase Properties from this list are recommended by District staff as the initial charge to the 7-11 Committee. This resolution provides for Board direction and approval for consideration by the Committee.

Fiscal Impact None at this time.

Attachments Resolution No. 1819-0247; Draft Vacant Property Assessment List

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

Resolution No. 1819-0247

**Board of Education Charge To “7-11” Committee Limiting Consideration of Properties for
Declaration As Surplus To Specific Sites Identified As First Phase Properties**

WHEREAS, the Oakland Unified School District is deeply committed to the vision of Oakland being home to high quality public education options for all students and families;

WHEREAS, to realize this vision, the District’s Board of Education (“Board”), directed the District’s Superintendent to develop a “Citywide Plan” that promotes the long-term sustainability of publicly-funded schools across Oakland that represent quality and equitable educational options (see District’s Quality School Development: Community of Schools Policy (Board Policy No. 6006));

WHEREAS, among the specific goals of the District through the Citywide Planning process is to best leverage vacant, underutilized, and surplus properties so that (i) high-quality publicly funded schools across Oakland are able to serve all of its students, (ii) a fiscally sound number of schools exist given OUSD's student population, and (iii) schools are located where more high quality options are needed;

WHEREAS, as part of the District’s Citywide Planning process, the District plans to identify three “phases” of potentially underutilized school sites throughout the District that the District is interested in investigating further in order to help accomplish the above-discussed goals;

WHEREAS, the District, with input and guidance from the public, now desires to investigate the potential sale, lease, or rental of the first Phase of vacant and underutilized District school sites,

WHEREAS, the District’s Facilities and Research & Development Teams have compiled a list of such vacant and underutilized District school sites to be considered as the first Phase, consisting of the following: (1) Edward Shands Adult Education Center; (2) Tilden Child Development Center (CDC); (3) Piedmont CDC; (4) Webster CDC (2 classrooms); and (5) Sankofa CDC (4 classrooms) (collectively, the “**First Phase Properties**”);

WHEREAS, pursuant to Section 1.4.1 of the District’s Board Bylaw No. 9131, the District’s Board of Education (“Board”) is required to establish advisory and oversight committees or commissions for the purpose of meeting legal requirements and to provide advice and involvement concerning matters of interest and welfare to the Board;

WHEREAS, pursuant to Education Code Section 17388, the Board, prior to the sale, lease, or rental of any excess real property, except rentals not exceeding 30 days, shall appoint a district

advisory committee to advise the Board in the development of districtwide policies and procedures governing the use or disposition of school buildings or space in school buildings which is not needed for school purposes;

WHEREAS, Section 3 of Board Bylaw No. 9131, consistent with Education Code Section 17387, *et seq.*, enumerates both the duties and composition requirements of such a district advisory committee, including that the committee must consist of between seven (7) and eleven (11) members (the “7-11 Committee”); and

WHEREAS, the District has taken action to create the 7-11 Committee by the action of Board on April 10, 2019; and

WHEREAS, the District’s Facilities and Research & Development Teams have worked to analyze District sites which may be appropriate for consideration by the 7-11 Committee, using criteria including lack of enrollment potential, vacancy, building and site conditions, location, suitability for District programs, and other metrics; and,

WHEREAS, It is appropriate at this time to charge the District’s 7-11 Committee to advise the District specifically regarding the use and/or disposition of the **First Phase Properties**.

NOW, THEREFORE, BE IT RESOLVED THAT the Governing Board of the Oakland Unified School District hereby resolves, determines, and finds as follows:

1. The foregoing recitals are adopted as true and correct, and incorporated herein by this reference.
2. Consistent with Education Code section 17390, the 7-11 Committee is hereby charged to:
 - a. Review projected school enrollment data and all other data as provided by the District to determine whether the First Phase Properties are surplus to the District’s educational program;
 - b. Establish a priority list of potential uses of the First Phase Properties that will be acceptable to the community;
 - c. Cause to have circulated throughout the applicable District attendance areas a priority list of the First Phase Properties and provide for hearings of community input to the 7-11 Committee on acceptable uses of the First Phase Properties, including the sale or lease of the First Phase Properties for child care development purposes pursuant to Education Code Section 17458;
 - d. Make a final determination of limits of tolerance of use of the First Phase Properties;

- e. Forward to the District’s Board a report recommending a determination of whether the First Phase Properties are surplus space and real property and recommending uses of the First Phase Properties; and
 - f. Accomplish all other tasks expressly requested by the District’s Board, and consistent with Education Code section 17387, *et seq.*
3. The 7-11 Committee shall be knowledgeable of the District’s vision and mission as expressed in the District’s Quality School Development: Community of Schools Policy (Board Policy No. 6006) and the District’s Citywide Plan, and the 7-11 Committee’s analyses and reports provided to the District’s Board pursuant to this Resolution shall further said vision and mission.
 4. The District shall provide technical and administrative assistance in furtherance of the Committee’s work.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 26th day of June, 2019, by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

AYES: Jumoke Hinton Hodge, James Harris, Gary Yee, Shanthi Gonzales, Roseann Torres, Vice President Jody London, President Aimee Eng

NOES: None

ABSTAINED: None

ABSENT: Student Director Chaves, Student Director Omosowho



Aimee Eng, President
Board of Education



Kyla Johnson Trammell, Secretary
Board of Education

DRAFT 7-11 Property Considerations

Property & Location	Facilities Condition and Current Use	Number of Classrooms	Potential District Use <small>(e.g. Early Childhood, Adult Ed, Alt Ed)</small>	Potential Charter Interest	Alignment with Blueprint
Phase 1 (June-Oct)					
Edward Shands	Extremely Poor Currently vacant	16 Classrooms (in 4 Portable Clusters)		No interest	N/A
Tilden CDC	Currently vacant			No interest	
Piedmont CDC	Currently vacant		Community request to use this facility for Piedmont Avenue branch library	No interest	
Webster CDC (East Oakland Pride) Part of Webster ES Site	Good Currently vacant	2 Classrooms	Concerned about the current condition of the site, would not have children use this space	No interest	N/A
Sankofa CDC (Tap Center) Part of Washington ES Site	Poor Currently vacant	4 Classrooms	Should be removed, not a good space for children or adults	No interest	Potential change on main campus in Phase 2

A. Legal Basis Documents

- vi. Checklist for Sale or Lease of Surplus Property



Checklist for Sale or Lease of School District Surplus Property

(Revised July 2016)

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The following is an executive summary of the process and statutory time requirements throughout the process; a more detailed discussion follows.

Summary

- First identify the surplus real property and convene a committee to develop a District wide policy on the use of surplus real property. (Ed. Code §§ 17387, et seq.)
- Declare intent to sell or lease the property to general public: To place the property on the market, the Board must consider the committee's recommendation that the property be declared surplus and declare its intent to dispose of the property in a resolution. (Ed. Code § 17466.)
- Offers required by the Naylor Act (Ed. Code § 17485, et seq.): The Naylor Act only applies to real property that has been used entirely or partially for school playgrounds, playing fields, or other outdoor recreational uses and open-space land particularly suited for recreational purposes. If the Naylor Act does apply, the District must offer to negotiate to sell or lease the property to certain entities, usually for a below-market rate. The District may seek a waiver of the Naylor Act. (Ed. Code § 33050.) The District must allow Naylor Act entities sixty days to respond to the offer. (Ed. Code § 17489(c).)
- Selling or leasing with option to purchase (Ed. Code § 17464 and Gov. Code § 54220):
 - The property must be offered to a first group of designated entities for park and recreational purposes pursuant to Government Code sections 54220, *et seq.* (Ed. Code § 17464(b).) These entities must be allowed sixty days after receiving notice to respond and are also entitled to a negotiation period of ninety days after giving notice to the District of their interest in the property. This requirement cannot be waived.
 - The property must be offered to a second group of designated public entities. This group must also be notified that it has sixty days to make offers, but is not entitled to an additional negotiation period.
- Lease (with no option to purchase): No additional notices, beyond the requisite offers to charter schools and Naylor Act entities, are expressly required. The District may

proceed to lease the property to the highest responsible bidder pursuant to Education Code sections 17466, et seq. (Note: More conservatively, and in recognition of limited legal precedent, the additional notices may still be sent.)

- Leasing vacant classrooms (Ed. Code § 17465): The District must offer the classrooms to other school districts in the District’s SELPA or the County Office of Education (“COE”) for use for special education programs. The school districts or the County Office of Education are entitled to a negotiation period of sixty days from receipt of the offer.
- All property sales (Govt. Code § 65402(c)): The District must notify the local city or county planning agency, if such city or county has adopted a general plan which affects or includes the area where the property is located.
- Competitive bidding (Ed. Code §§ 17466, et seq.): The District may ultimately sell or lease the property to the highest responsible bidder. Bids may not be opened until at least three weeks after the Board adopts its resolution of intent to sell or lease the property. Districts may seek waivers of the competitive bidding process from the State Board of Education; in recent years, waivers from the bidding process have been granted, but districts have still been required to provide mandatory notices and engage in certain public procedures.
- The Education Code also contains a provision indicating that failure to comply with the Education Code’s surplus property provisions will not invalidate a conveyance of property that has already occurred. (Ed. Code § 17483.)

Detailed Checklist

I. Determination of Surplus Status

- The District may wish to adopt an initial resolution to commence the process of whether to declare District property as surplus, but no such resolution is required.
- The School Board must appoint a committee of between seven and eleven members (“7-11 Committee”, or “Advisory Committee”), who are representative of each of the following (Ed. Code § 17388-17389):
 - The ethnic, age group, and socioeconomic composition of the District.
 - The business community, such as store owners, managers, or supervisors.
 - Landowners or renters, with preference to be given to representatives of neighborhood associations.
 - Teachers.
 - Administrators.
 - Parents of Students.
 - Persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to, knowledge of the zoning and other land use restrictions of the cities and counties in which surplus space and real property is located.
- The 7-11 Committee must do all of the following (Ed. Code § 17390):
 - Review the projected school enrollment and other data provided by the District to determine the amount of surplus real property.
 - Establish a priority list of use of surplus space and real property that will be acceptable to the community.
 - Cause to have circulated throughout the attendance area a priority list of surplus space and real property and provide for hearings of community input to the community on acceptable uses of space and real

property, including the sale or lease of surplus real property for child care development purposes.

- Make a final determination of limits of tolerance of use of space and real property.
- Forward to the Board a report recommending uses of surplus space and real property.
- The 7-11 Committee's recommendation is advisory only, and need not be implemented by the Board.

II. Consider Physical and Political Aspects of Site

- Optional: Clarify Site's Physical Development Constraints, both for the District's purposes and for the information of prospective buyers and developers.
 - Ensure title is free and clear of tax lien liabilities, restrictive covenants, conditions and restrictions, restrictive easements, and any additional constraints.
 - Obtain a boundary/survey map to verify acreage and land area and a legal description.
 - Determine current zoning and general plan restrictions on the property as well as the likelihood and time line for changes to a more favorable designation. This review should also reveal other restrictions and costs such as Coastal Commission approval, Corps of Engineers approval, availability of water and sewer connections, off-site costs such as traffic mitigation, park dedication fees, fees for special districts, etc.
 - Obtain a soils or geological study, if potential problems are identified (e.g. liquefaction risks, slope problems, etc.).
 - Consider having the site inspected to determine whether it contains any toxic or hazardous materials.
 - Obtain an asbestos study and removal cost estimate for existing buildings.

III. Board Action Declaring Property Surplus

IV. Required Offers

A. Offers Required by the Naylor Act

- Optional: Clarify Political and Policy Issues.
 - Although an appraisal is not required, it is often wise to obtain at least one appraisal to obtain minimum and target values, whether the district elects to share the appraisal or keep it confidential.
 - Meet with key political players in City or County having jurisdiction to ensure that highest and best use recommendations have potential for obtaining development approvals.
 - If possible, obtain information from City or County which outlines its approval process (e.g., allowable densities and land uses, fees, exactions).
 - Meet with key homeowners' associations and community leaders concerning recommended development plan.

- Optional: The Board may wish expressly to declare certain property surplus. This is an action preliminary to the later resolution of intent to lease or sell the property, and can be used to trigger the offer of the property to other public agencies. To do so, the Board can adopt a resolution taking each of the following actions:
 - Consider the 7-11 Committee's recommendations. (Ed. Code § 17388.)
 - Describe the property to be declared surplus.
 - Declare the property surplus.
 - Authorize offers to other public agencies.

- Determine whether the Naylor Act (Ed. Code §§ 17485, et seq.) applies. The Naylor Act applies when all of the following conditions are present (Ed. Code § 17486):
 - All or a portion of the property is used for school playground, playing field, or other outdoor recreational purposes and open-space land

particularly suited for recreational purposes.

- The land has been used for such purposes for at least eight years immediately preceding the Board's decision to sell or lease the property.
 - No other available publicly owned land in the vicinity is adequate to meet the existing and foreseeable needs of the community for playground, playing field, or other outdoor recreational and open-space purposes, as determined by the governing body of the agency which proposes to purchase or lease land from the District.
- The District may exempt two surplus properties from the Naylor Act for each planned school site acquisition if the District has an immediate need for an additional school site and is actively seeking to acquire an additional site, and may exempt one surplus property from the Naylor Act if the District is seeking immediate expansion of the classroom capacity of an existing school by 50% or more. (Ed. Code § 17497.)
 - No more than 30% of the total surplus school acreage (inclusive of both developed and undeveloped property) owned by a school district may be purchased or leased by public agencies through the Naylor Act. (Ed. Code § 17499(a).)
 - If the Naylor Act applies and the property is not exempted, the District must first make a written offer to sell or lease the property to the following agencies for use as outdoor recreational space, in order of priority (Ed. Code § 17489):
 - First, to any city within which the land is situated.
 - Second, to any park or recreation district within which the land is situated.
 - Third, to any regional park authority having jurisdiction within the area in which the land is situated.
 - Fourth, to any county within which the land is situated.

- ❑ If any of the above entities wishes to purchase or lease the property, the entity must notify the District in writing within 60 days after receiving written notification from the District of its offer to sell or lease the property. (Ed. Code § 17489.)
- ❑ In the event the Naylor Act applies, the District may seek a waiver of Naylor Act requirements from the California Department of Education. (Ed. Code § 33050.) To request a waiver, the District must do the following:
 - Enable the employees' unions to participate in the development of the waiver. (Ed. Code § 33050 (d).)
 - Hold a public hearing on the issue. (Ed. Code § 33050 (a).)
 - Submit an application to the State Board of Education.
 - The State Board of Education must provide 30 days written notice of the hearing on the waiver to each public agency to which an offer of sale or lease must be made under the Naylor Act. (Ed. Code § 33051.5.)
- ❑ If the Naylor Act applies, the price of the land shall not exceed the school district's cost of the original acquisition, with adjustments made for any percentage increase or decrease in the CPI from the original date of purchase to the year in which the offer of sale is made, plus the cost of any improvement to the land made by the school district since the original acquisition. However, the final sale price shall not be less than 25 percent of the fair market value of the land or less than the amount necessary to retire the share of local bonded indebtedness plus the amount of the original cost of the approved state aid applications on the property. (Ed. Code § 17491(a).)
- ❑ If public entities decline a school district's offer to sell or lease school property under the Naylor Act, the property may be sold, leased and/or developed to the same extent as is permitted on adjacent property. The process of zoning necessary for such development is to be expedited by the local city or county. (Gov. Code § 65852.9.)

B. Offers to Sell or Lease with
Option to Purchase

- The District must first make written solicitations to the following government agencies: any park or recreation department of any city or county within which the land is situated, any regional park authority having jurisdiction within the area in which the land is situated, and the State Resources Agency. Such agencies must use the property for park and recreational purposes if they purchase or lease the property under Government Code section 54222. (Ed. Code § 17464(b); Gov. Code § 54222(b).)
- Government Code section 54222 also requires written solicitations to additional government agencies, however, they are not expressly required by Education Code section 17464, which lists the offers a school district must make, and the order in which it must make them. There is no case law clarifying whether the additional Government Code offers must be made by a school district. Because Education Code section 17464 references only the park and recreation components of Government Code section 54222, there is an argument that a school district's obligations to provide written solicitation under section 54222 are limited to park and recreation agencies. If a district nevertheless elects to take a more conservative approach by making these additional offers, the offers would be to the following entities:
 - Any local public agency as defined in Health and Safety Code section 50079 for the purpose of developing low- and moderate-income housing.
 - Housing sponsors (defined by Health and Safety Code § 50074) that have provided the District with a written request, and that will use the property for the purpose of developing low- and moderate-income housing, and meet certain other statutory requirements.
 - Any other school district in which the property is situated, if the school district will use the property for school facility construction or open-space purposes.
 - If the property is in any area designated as an enterprise zone, an offer must be sent to the nonprofit neighborhood enterprise association corporation in the zone for enterprise zone

purposes.

- Any county, city, city and county, community redevelopment agency, public transportation agency, or housing authority within whose jurisdiction the surplus land is located, for the purpose of developing property located within an infill opportunity zone designated pursuant to Government Code section 65088.4, or within an area covered by a transit village plan adopted pursuant to Government Code sections 65460, et seq.
- If any of the above entities is interested in obtaining the property, it must so notify the District within 60 days of the District's written solicitation. (Gov. Code § 54222(f).)
- In the event of such notification, the District must enter into good faith negotiations to determine a mutually satisfactory price. If the price cannot be agreed upon after a good faith negotiation period of at least 90 days, the District's obligations under Government Code section 54222 are discharged. (Gov. Code § 54223.)
- If the District does not agree to price and terms of sale during the 90-day period described above, the District can proceed to the next step in the process. However, if negotiations are unsuccessful and the District ultimately disposes of the property to an entity that uses the property for development of 10 or more residential units, that entity or a successor entity must provide not less than 15 percent of the total number of units developed at affordable housing cost, or affordable rent, to lower income households. This is a new requirement effective on January 1, 2015. Rental units must remain affordable for at least 55 years, the initial occupants of ownership units must be low income households, and these requirements must be set forth in a deed restriction attached to the property. (Gov. Code, § 54233.) Again, unless the District takes the more conservative approach of offering the property to all of the entities designated in Government Code sections 54220, *et seq.*, these requirements will only apply to offers to designated entities for use of property for park and recreational purposes.

- If none of the above government agencies purchases or leases the property with an option to purchase under the foregoing procedures, the property must be offered at fair market value to the following additional entities (Ed. Code § 17464(c)):
 - In writing to the Director of General Services, Regents of the University of California, the Trustees of the California State University, the county and city in which the property is situated, and any public housing authority in the county in which the property is situated, and to any entity referenced in the paragraph immediately below (regarding Ed. Code § 17464(c)(2)) that has submitted a written request to the District to be directly notified of the offer for sale or lease with an option to purchase the real property by the District. (Ed. Code § 17464(c)(1).) This notice must be mailed no later than the date of the second publication described in the paragraph immediately below.
 - By public notice, published once per week for three successive weeks (with at least five days between each publication, not counting the actual publication dates) in a newspaper of general circulation within the district, specifying that the property is being made available to any public district, public authority, public agency, and other political subdivision or public corporation in the state or of the federal government, and to other nonprofit charitable or nonprofit public benefit corporations. (Ed. Code § 17464(c)(2).)
 - If any of the above entities is interested in purchasing the property, it must so notify the District within 60 days of the third publication of the District's notice of intent to sell or lease. If the parties do not agree upon a mutually satisfactory price within this 60 day period, the property may be sold or leased by competitive bidding.
- The District may choose to notify all of the same government agencies and other entities identified above, although doing so does not appear to be required expressly

C. Offers to Lease with No
Option to Purchase

D. Additional Offers if Leasing Vacant Classrooms

by the Education Code. If the District elects not to do so, it can proceed to Step VI, below, “Board Action Declaring Intention to Sell or Lease the Property”.

- ❑ Note: There is no express statutory guidance or case law clarifying whether additional notices are required. A more conservative approach would be to follow the same process as applicable to sales or leases with options to purchase, although that does not strictly appear to be mandatory.
- ❑ The District must offer to lease the classrooms for special education programs that are provided by either other school districts that comprise part of the District’s SELPA, or by the COE (and that serve the District’s students, in whole or in part). (Ed. Code § 17465(b).)
- ❑ Upon adoption of the resolution of intent to lease real property (further described below), the District must notify in writing the other districts or the COE, as applicable, of its intent to lease vacant classrooms. (Ed. Code § 17465(c).)
 - The notice shall describe the vacant classrooms, specify that the lease shall not exceed a 99-year term, specify that the lease payment and other lease terms are subject to negotiation, and state that the offer is valid for no more than 60 days after receipt thereof. (Ed. Code § 17465(c).)
- ❑ The school district/COE shall inform the Board in writing of its intent to lease or not lease the classrooms within 60 days from the receipt of the notification. (Ed. Code § 17465(e).)
- ❑ The District may include in its resolution of intent a time for a regular Board meeting at which sealed proposals to lease will be received and considered, and may post copies of the resolution and publish notice of the adoption of the resolution. However, the Board shall not act on any proposal prior to the first of the following conditions occurring (Ed. Code § 17465(d)):
 - Receipt from the public education agency or the county superintendent, as appropriate, of its intent to lease the classrooms or of its intent not to do so.

E. Offers to Interested Charter Schools No Longer Required

V. Notification of Local City or County Planning Agency Prior to Sale

VI. Board Action Declaring Intention to Sell or Lease the Property

- Expiration of the 60-day period.
- The lease terms shall be negotiated by the entity desiring to lease the vacant classrooms and the Board (the terms may be negotiated prior to availability of the classrooms). (Ed. Code § 17465(f)(1).)
 - The lease payments shall not exceed the District's actual costs for maintenance, operation, and custodial services for the leased classrooms. (Ed. Code § 17465(f)(2).) If more than one school district offers to lease classrooms, the leasing district may elect to negotiate either individually or jointly with the interested districts. (Ed. Code § 17465(f)(3).)
- If the parties are unable to arrive at a mutually satisfactory lease within the 60-day period, the District may offer the property to other parties. (Ed. Code § 17465(g).)
- For a period of time prior to July 1, 2016, the governing board of a school district seeking to sell or lease surplus real property was required to offer that property for sale or lease to interested charter schools if certain criteria were met. This requirement sunset on July 1, 2016, and is no longer applicable. (Ed. Code, § 17457.5.)
- If the local city or county planning agency has adopted a general plan or part thereof which affects or includes the area where the property is located, the District must notify the agency in writing before the District may sell the property. The notification must identify the property's location, and the purpose and extent of the proposed sale. (Govt. Code §65402(a), (c).)
- The local planning agency must report back to the District within 40 days, indicating whether the proposed sale is in conformity with the general plan. If the agency fails to respond within 40 days, it is conclusively deemed a finding that the proposed sale is in conformity with the general plan or part thereof. (Govt. Code § 65402(c).)
- Even if the planning agency disapproves of the location, purpose or extent of the property sale, the District may

overrule such disapproval. (Govt. Code § 65402(c).)

- If the property remains unsold or unleased after the foregoing steps, the Board must declare its intention in a regular meeting to sell or lease the property prior to putting the property up to competitive bid. To do so, it should adopt a resolution taking each of the following actions:
 - Consider the 7-11 Committee's recommendations. (Ed. Code § 17387, et seq.)
 - Describe the property proposed to be sold or leased in such a manner as to identify it. (Ed. Code § 17466.)
 - Specify the minimum price and the terms upon which the property will be sold or leased. (Ed. Code § 17466.)
 - State the commission or rate, if any, which the board will pay to a broker out of the minimum price. (Ed. Code § 17466.)
 - Specify a date at least three weeks later for a public Board meeting at which proposals to purchase or lease will be received and considered. (Ed. Code § 17466.)
- The resolution must be adopted by a two-thirds vote of the Board. (Ed. Code § 17466.)
- The District must give public notice of the adoption of the resolution by posting copies of the resolution signed by the Board in three public places in the District at least 15 days before the meeting where the bids are opened, and by publishing the notice at least once per week for three successive weeks before the meeting where the bids are opened in a newspaper of general circulation within the county in which the District is located. (Ed. Code § 17469.)
- The governing board of a District that intends to sell surplus real property must also make efforts to notify the former owner from whom the District acquired the property 60 days in advance of the meeting at which the resolution will be considered. (Ed. Code § 17470.) Also, special rules may apply to property that was acquired by eminent domain,

including that the former owner may have to be offered a right of first refusal in certain circumstances. (Civ. Proc. Code § 1245.245.)

- Optional: Although not required by law, the District may wish to obtain a preliminary title report to determine if there are any exceptions in the report which would affect the bid process. Also, the preliminary title report should be made available to prospective bidders who may require the report as part of their due diligence process before submitting a bid.
- CEQA Compliance: The District should give consideration to the application of the California Environmental Quality Act (“CEQA”). Generally, a sale or lease of property is exempt from detailed CEQA review if it can be said with certainty that there is no possibility that the sale or lease will have a significant environmental effect. (Cal. Code Regs., tit. 14, § 15061(b)(3).) The District may adopt a Notice of Exemption at the same time it adopts the resolution described above. (Id., § 15062.)
- At the public Board meeting where the bids are opened (in open session), the Board must do the following (Ed. Code §§ 17472, 17473):
 - Open, examine, and declare all sealed proposals which have been received by the Board.
 - Call for oral bids.
 - Either accept the highest responsible bid (after deducting the commission, if any) which conforms to all terms and conditions specified in the resolution of intention to sell or lease the property, or reject all bids.
 - If an oral bid is the highest bid, it does not need to be accepted unless it exceeds the written bids by at least 5%.
 - The bid may be accepted at an adjourned meeting of the Board within ten days of the bid opening. (Ed. Code § 17475.)

VII. Competitive Bidding

- The District may seek a waiver of the competitive bidding requirements from the State Board of Education. (Ed. Code § 33050.) In recent years, the State Board has been granting some waivers of the competitive bidding requirement, particularly where a district intends to sell property to a developer, including when the sale is contingent on the developer's obtaining entitlements to build on the property. In such circumstances, the district may prefer the buyer most qualified to seek and obtain those entitlements, rather than the highest bidder in all instances. Such waivers have not, however, exempted districts from the various notice requirements set forth above, and certain public process is still required, including use of a request for proposal and a waiting period for public input after proposals are received.

To request a waiver, the District must do the following:

- Enable the employees' unions to participate in the development of the waiver. (Ed. Code § 33050 (d).)
- Hold a public hearing on the issue. (Ed. Code § 33050 (a).)
- Submit an application to the State Board of Education.

VIII. Exceptions

- The District may bypass the above described notification and bidding procedures in several situations, including the following:
 - Child Care and Development Services (Ed. Code § 17458): The District may sell or lease any surplus real property to any contracting agency exclusively for the delivery of child care and development services (as defined in Ed. Code § 8208), for not less than five years.
 - 30 Days (Ed. Code § 17480): The District may lease any property for a period not exceeding 30 separate or consecutive calendar days in each fiscal year.
 - Residences (Ed. Code § 17481): The Board, by a two-thirds vote of its members, may lease school district property with a residence which cannot be developed for District purposes because of the

unavailability of funds for a term not exceeding three months.

- Historic Buildings (Ed. Code § 17482): The Board may sell or lease a building that has an historic value, and the site upon which the building is located, for fair market value to certain non-profit or civic organizations, if the county board of supervisors finds that various conditions exist.
- Land Exchanges (Ed. Code § 17536): The exchange of real property is exempt from the surplus property procedures described herein. An exchange of properties with a private person or entity may be accomplished by a resolution adopted by a two-thirds majority of the Board. Due to an apparent error made when the Education Code was reorganized, exchanges with public agencies are no longer as clearly addressed in the Education Code; legal counsel should be consulted regarding those requirements.

IX. Use of Proceeds of Sale or Lease with Option to Purchase

- Statutory limitations on the use of the proceeds of the sale of surplus property apply to (1) sales and (2) leases with the option to purchase. They do not apply to leases with no option to purchase.
- The proceeds of the sale of surplus property generally must be used for capital outlay or non-recurring maintenance costs. The proceeds of a lease with option to purchase may be deposited in a restricted fund for routine repairs for up to a 5-year period. The proceeds must be used for one-time expenditures, and may not be used for ongoing expenditures, such as general operating expenses. (Ed. Code § 17462(a).)
- With concurrence of the State Allocation Board that the District has no anticipated need for additional sites or construction in the next ten years or major deferred maintenance requirements, the District may surrender its state facility funding eligibility for those ten years and place the proceeds unto its general fund, again for one-time expenditures. (Ed. Code § 17462(a).)
- Subject to certain conditions and State Allocation Board

concurrency, a school district having an average daily attendance of less than 10,001 in any fiscal year may deposit interest earned on the funds from a sale of surplus property in that fiscal year into the general fund for any general fund purpose, while surrendering state facilities funding for ten years. (Ed. Code § 17463.)

- ❑ Under 2009 budget legislation, as revised in 2011, school districts were authorized to deposit the proceeds of the sale of surplus property that was purchased entirely with local funds into the general fund for one-time expenditures if certain conditions were met. However, this legislation expired on January 1, 2016. (Former Ed. Code § 17463.7.)
- ❑ Although it has not yet done so, as of October 2, 2013, the State Allocation Board is authorized to establish a program that would require school districts to return state school facilities funding to the State if the school district sells surplus property that was purchased, modernized, or improved using that funding, and the following conditions are met:
 - The property is not being sold to a charter school, another school district, a county office of education, or any agency that will use the property exclusively for the delivery of child care and development services.
 - The proceeds from the sale will not be used for capital outlay.
 - The property was purchased, or the improvements were constructed or modernized, within 10 years before the property is sold. (Ed. Code, §17462.3.)
- ❑ There are no statutory limitations on the use of proceeds from a lease of surplus property if the lease does not include an option to purchase.

X. Use of Proceeds of Lease
with No Option to
Purchase

Disclaimer:

These materials and all discussions of these materials are for instructional purposes only and do not constitute legal advice. If you need legal advice, you should contact your local counsel or an attorney at Lozano Smith. If you are interested in having in-service programs presented, please contact clientservices@lozanosmith.com or call (559) 431-5600.

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B. Facilities Information Sheets
Narratives on the background of each property

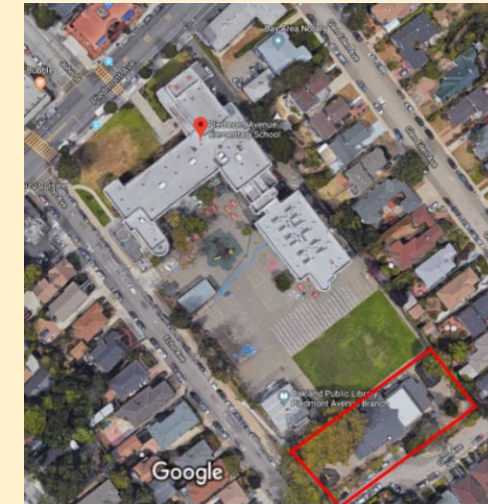
86 Echo Ave (Formerly known as Piedmont CDC)

Property/Site Size: 0.51 Acres or approximately 22,200 sf

Building Size: 6,837 sq ft, 1-story

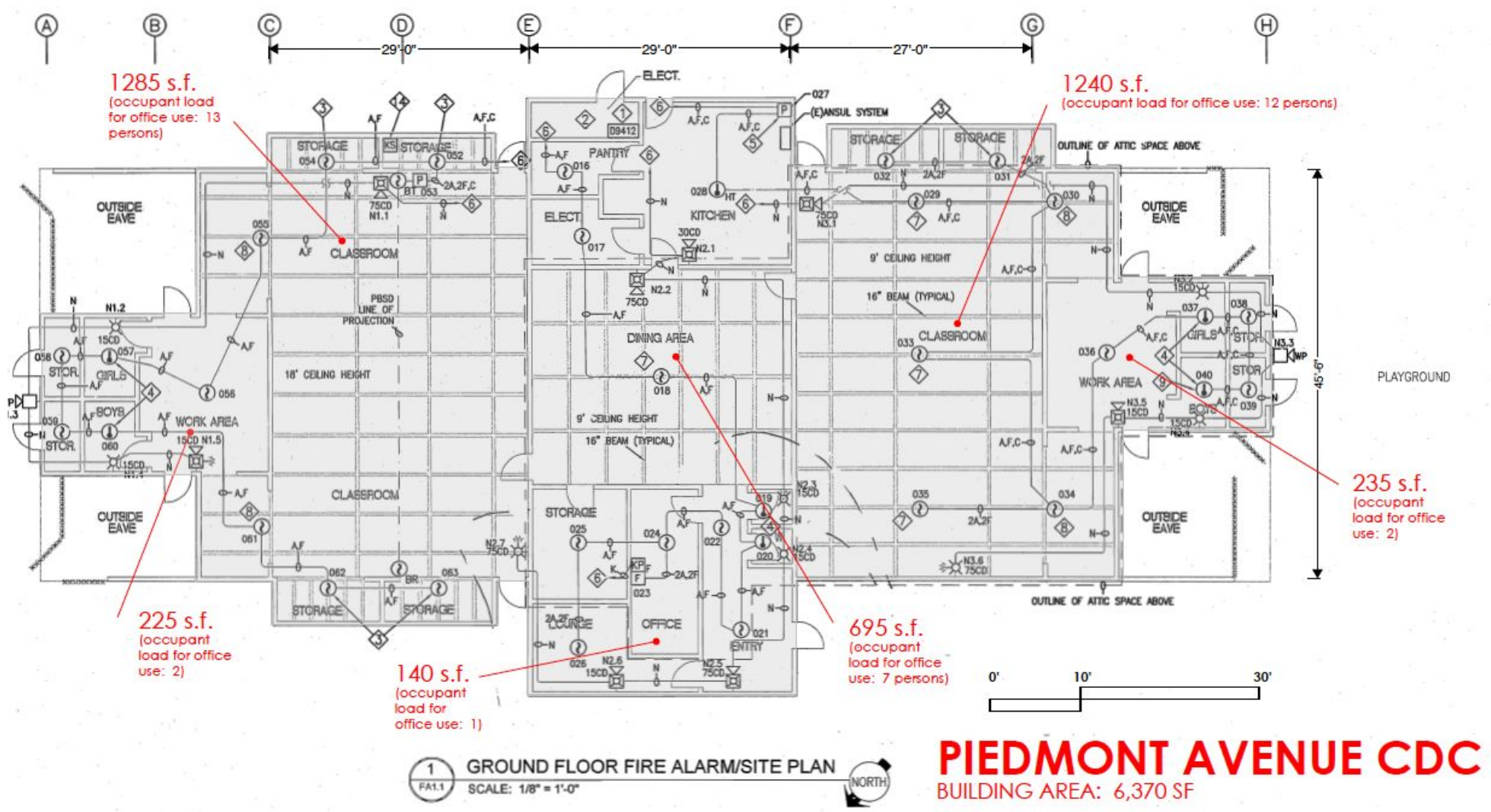
Configuration: 4 open classrooms, offices and kitchen, see floor plan below.

Built in 1966



Criteria	Key Questions	Application to Piedmont CDC
<p>Enrollment Potential</p>	<p>Is the property needed for projected k-12 enrollment?</p>	<p>K-12 Enrollment: Over the past 15 years, enrollment in OUSD district-run schools has declined from 44,925 in 2004-05 to 36,524 in 2018-19 - a difference of 8,401 fewer students. Over the past seven years, OUSD enrollment has flattened and has ranged from a low of 36,368 to a high of 37,096. Last year, the official district enrollment was 36,524, down from 37,096 the year before. These enrollment data are publicly available at ousddata.org. Meanwhile, we have 38 schools that are severely under enrollment capacity, meaning they use less than 75% of their facility’s seat capacity. These underutilized facilities are located across the city, with the largest concentrations in the East and West regions of Oakland.</p> <p>Enrollment and Capacity for Piedmont Elementary: The elementary school has 18 classrooms, 1 cafeteria, 1 library/media center, 2 instructional support/resource rooms, and one laboratory space (music room). The 2019 census day (October 2, 2019) enrollment at Piedmont Elementary was 341 students (322 non-SDC, 19 SDC) across grades TK-5. The program is currently using 15 classrooms - 13 for general education classes and 2 for special day classes, leaving 3 classrooms that could be used for program expansion within the school.</p> <p>Early Childhood Enrollment: OUSD serves 1580 students in our early childhood development centers. See handout for program listings.</p>
<p>Vacant</p>	<p>Is the property currently vacant? How long has it been vacant?</p>	<p>The 86 Echo Ave property (Piedmont CDC) has been vacant since 2010. The former use was a Childhood Development Center. The program closed in 2010 due to reductions in state funding allocations for early childhood. There was also low enrollment of students who qualified for the state funded seats in the pre-school.</p> <p>Since the site has been vacant, the 86 Echo Ave (Piedmont CDC) site has cost an average of \$25,000 to the district.</p>
<p>Building/Site Conditions & Financial Outlook</p>	<p>What are the building and site conditions? What is the estimated cost to repair? What is the estimated value of the property? What is the value for future income stream?</p>	<p>PROPERTY INFORMATION: Parcel map for the site indicates that the property was assembled from seven individual lots, which appear to have been small residential properties.</p> <p>FACILITIES CONDITION: Initial condition rated as Fair/Good based on visual inspection from site and building visits. Observations included minor site and building deterioration due to lack of maintenance. The Facilities Condition Index (“FCI”) for the Piedmont CDC property is 11.27%--this indicates a building in good condition. (FCI is calculated based on the ratio of costs to repair the buildings to the cost to replace the buildings--the lower the ratio, the better the condition of the buildings.) Replacement value is estimated at \$750/sf direct construction only for this calculation.</p> <p>COST OF REPAIRS: Preliminary estimated costs to repair include minor site repairs--asphalt repairs, slurry coat, fence and gate repairs, play structure surface repair. Building repairs include--interior and exterior painting, siding and trim repairs, flooring repairs, ADA Restroom Renovations at 4 locations, operable partition repairs, deep clean, and other minor upgrades to move-in condition. The estimated costs to repair the 86 Echo Ave (Piedmont CDC) site is \$538,532. (These costs are <u>not</u> indicative of the potential costs to turn this building into a DSA-approved K-12 school building.)</p> <p>PROPERTY VALUE:</p> <p>Lease Value for the Site and Buildings: After preliminary review with real estate team, lease value range estimated at \$2.50 to \$3.50 per square foot per month (NNN). At mid-range \$3.00/sf/mo. total annual lease income would be approximately \$230,000.</p> <p>Land Value: We have not received estimated land value costs at this time.</p> <p>ZONING: The 86 Echo Ave (Piedmont CDC) site is zoned RM-2, RM-2 Mixed Housing Type Residential Zone-2.The intent of the RM-2 zone is to create, maintain,</p>

		and enhance residential areas characterized by a mix of single family homes, duplexes, townhouses, small multi-unit buildings, and neighborhood businesses where appropriate.
Location	Is the location of the facility optimal for a school site or other educational use? Is the facility located in an Oakland Opportunity Zone?	The 86 Echo Ave (Piedmont CDC) site is co-located on the Piedmont Avenue Elementary School site campus. It is .73 miles from an optimal elementary school location (<i>based on 2018 RAD location/allocation analysis</i>); and is 1 mile from an operating OUSD CDC program at Emerson Elementary School. It is not located within an Oakland Opportunity Zone. See handout for the list of current Early Childhood Education program offerings.
Suitability for District Programs	Is this site suitable for k-12 programs or other district programs (e.g. Early Childhood, Adult Ed, Charters, Administration Buildings)?	The district is not interested in using the 86 Echo Ave (Piedmont CDC) site for any educational district programming. The updated 2019 Facilities Master Plan will indicate possible sites for early childhood education programming in locations where the service is most needed.
Community Input	What is the community input on this property? What is the input from specific stakeholders (e.g., teachers, families, adjacent neighbors, surrounding areas stakeholders)?	The district is looking for community input on potential uses for 86 Echo Ave (Piedmont CDC) that would serve the community. The 7-11 Committee invites community engagement and will use their input in recommending whether or not the property should be considered surplus and potential uses for the site to the Board for a final decision. Potential future uses of the site may be, for example, for the city library, health and wellness services to support the school, a childcare center, community services to support the school aged children and their families , or other ideas.
Other Considerations	Consider other qualitative or quantitative aspects (e.g., historical value, equity impact) to inform final recommendations	Additional considerations about this property will be added to this information sheet based on input from the community and the 7-11 committee members.



Piedmont Child Development Center Floor Plan

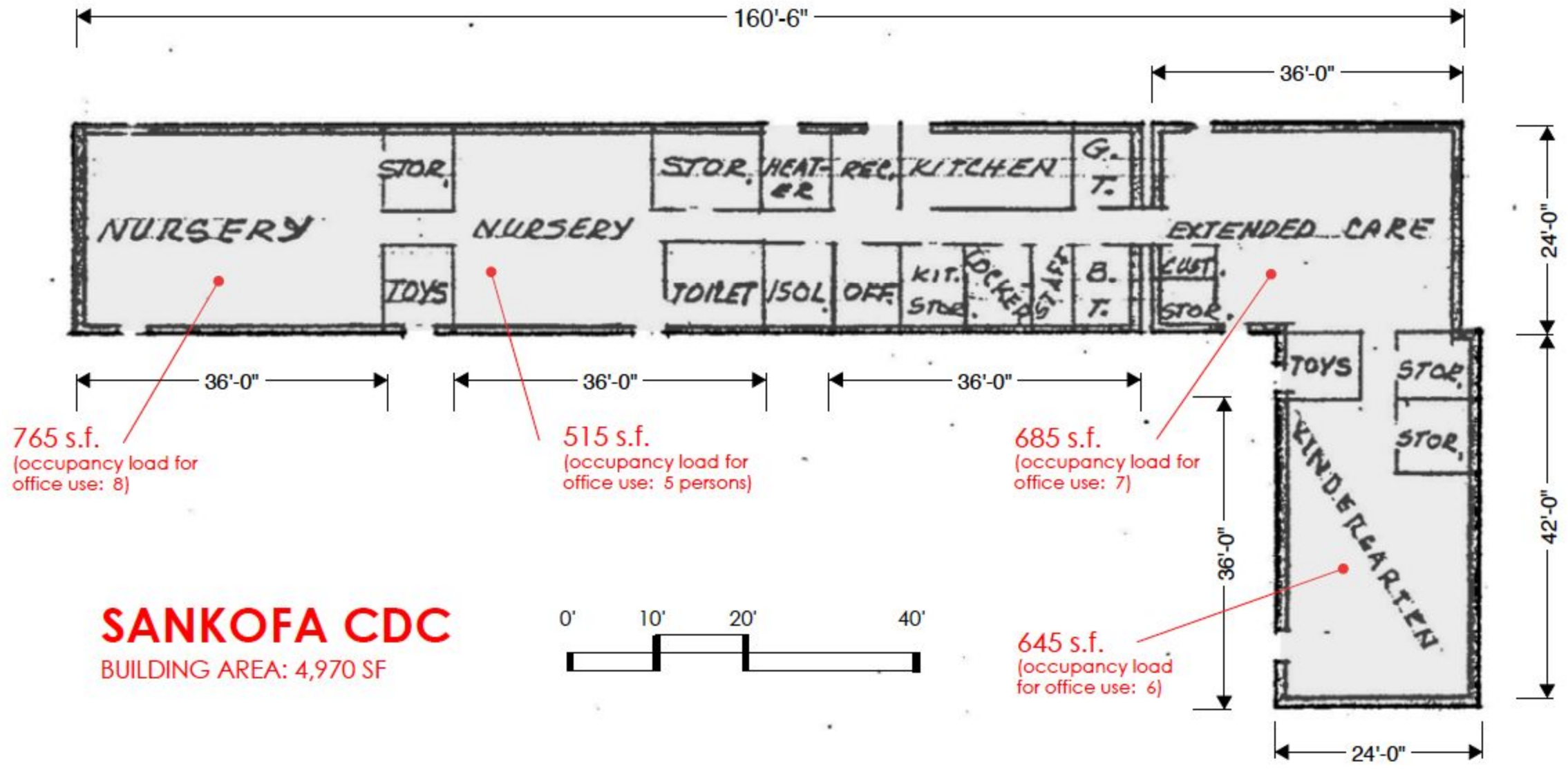
581 61st St (Former Washington CDC)

Property Size: 0.41 Acres
Building Size: 4,970 sq ft, 1-story
Configuration: 4 classrooms, kitchen
Built in 1973



Criteria	Key Questions	Application to former Washington CDC
Enrollment Potential	Is the property needed for projected k-12 enrollment?	Given the Board decision on September 11, 2019 to merge Kaiser and Sankofa Elementary Schools on the Sankofa Campus, the District is encouraging the 7-11 Committee to consider not recommending this site as surplus property. This decision came after the board convened the 7-11 committee to review vacant properties. The District does not have plans to use the 581 61st St (Former Washington CDC) site in the 2020-21 school year, and would like to allow time for the newly merged school to grow and identify their needs before considering it as possible surplus.
Vacant	Is the property currently vacant? How long has it been vacant?	<p>The 581 61st St (Former Washington CDC) site has been vacant since 2010. The former use was a Childhood Development Center (CDC). The program closed in 2010 due to reductions in state funding. At that time, the pre-school moved into the Sankofa School building. There was a short temporary use of the former CDC by the Temporary Alternative Placement (TAP) Center.</p> <p>Since closing, the 581 61st St (Former Washington CDC) site has cost the District about \$25,000 to maintain.</p>
Building/Site Conditions & Financial Outlook	What are the building and site conditions? What is the estimated cost to repair? What is the estimated value of the property? What is the value for future income stream?	<p>FACILITIES CONDITION: Initial condition rated as Poor based on visual inspection. Observations included extensive site and building deterioration due to age and lack of maintenance. The Facilities Condition Index (“FCI”) for the former Washington CDC buildings is 56.6%--this indicates a building in poor condition. (FCI is calculated based on the ratio of costs to repair the buildings to the cost to replace the buildings--the lower the ratio, the better the condition of the buildings.) .</p> <p>COST OF REPAIRS: The estimated cost to repair the 581 61st St (Former Washington CDC) site is \$1,827,000. This cost includes hazardous materials abatement, ADA compliance including full renovation of restrooms and new ramps, interior finishes, new electrical and lighting, new HVAC, re-roof, new flooring, new ceilings, interior and exterior painting, window upgrades, and site work including new and repair asphalt, fence/gate upgrades, and upgraded play structure.</p> <p>PROPERTY VALUE: The estimated value of the property needs to be considered in light of the very high costs to rehabilitate the existing buildings and bring them up to current code. The owner of the property is normally required to deliver a leasable building. In this case the demolition and replacement of the building(s) is potentially more cost-effective for providing an appropriate and useable educational support facility.</p> <p>Lease Value for the Site and Buildings: Limited lease value due to poor condition and high costs to repair/renovate. A fully renovated or new facility on the site would have a lease value in the \$3.00/sf/month range, with a total annual lease income potential in the range of \$175,000 per year.</p> <p>Land Value: Residual value for the land is modest and would be from the creation of buildable lots for housing. Estimated market value at \$525,00-\$750,000 for the full site area. This is after the costs of demolition of the existing buildings and site clearance which are estimated at \$75,000-\$100,000.</p> <p>ZONE: 581 61st St (Former Washington CDC) site is zoned RM-2, Mixed Housing Type Residential-2. RM-2 zones are intended to create, maintain, and enhance residential areas characterized by a mix of single family homes and duplexes, and neighborhood businesses where appropriate. Bushrod Park is directly adjacent to the former CDC site, is this a City of Oakland Park.</p> <p>DISTRICT WIDE K-12 FACILITIES ESTIMATED REPAIR COSTS: In updating the Facilities Master Plan, the district is estimating nearly \$1 billion of needs to repair or renovate sites currently used for K-12 programs. The Board is not prioritizing funding to renovate currently vacant property.</p>
Location	Is the location of the facility optimal for a school site or other educational use? Is the facility located in an Oakland Opportunity Zone?	<p>The 581 61st St (Former Washington CDC) site is located on the Sankofa Academy school site campus where an operating OUSD CDC program currently exists inside the main school facility. It is .64 miles from an optimal elementary school location <i>(based on 2018 RAD location/allocation analysis)</i>.</p> <p>See handout for the list current Early Childhood Education program offerings.</p>

Suitability for District Programs	Is this site suitable for k-12 programs or other district programs (e.g. Early Childhood, Adult Ed, Charters, Administration Buildings)?	The 581 61st St (Former Washington CDC) site is not suitable for educational programming in its current condition. The property will need to be renovated for any future use. There are no funds in the current facilities budget identified to support renovation of the site.
Community Input	What is the community input on this property? What is the input from specific stakeholders (e.g., teachers, families, adjacent neighbors, surrounding areas stakeholders)?	The District welcomes input from the newly merged (starting in 2019-20) school community regarding potential uses for 581 61st St (Former Washington CDC) that could serve the school community.
Other Considerations	Consider other qualitative or quantitative aspects (e.g., historical value, equity impact) to inform final recommendations	Additional consideration will be given to data and input received relating to this property as appropriate to the work of the 7-11 Committee.



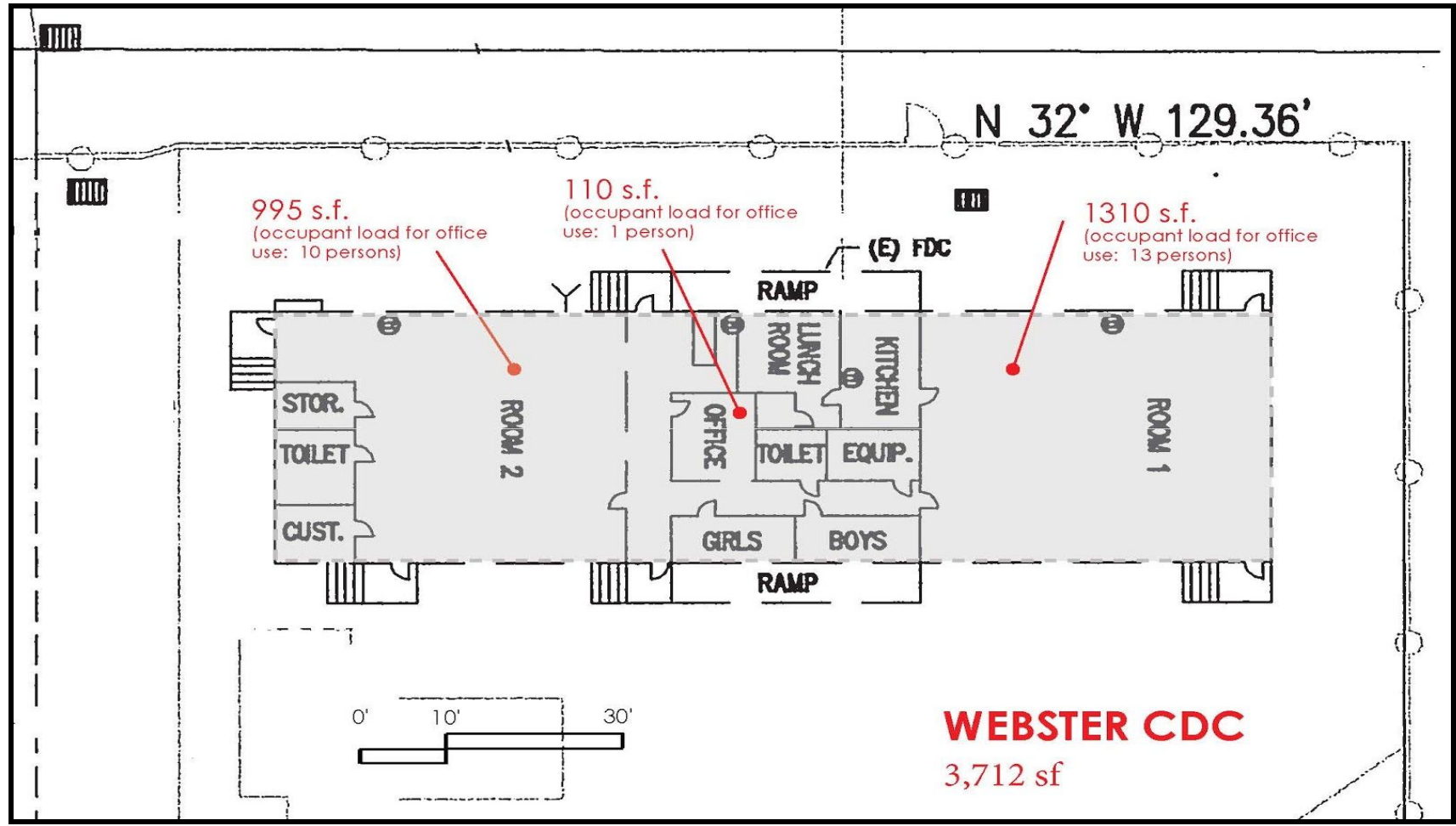
7980 Plymouth St (Formerly Webster CDC)

Property Size: 0.31 Acres
Building Size: 3,712 sq ft, 1-story
Configuration: 2 classrooms
Built in 1962



Criteria	Key Questions	Application to Webster CDC
Enrollment Potential	Is the property needed for projected k-12 enrollment?	<p>K-12 Enrollment: Over the past 15 years, enrollment in OUSD district-run schools has declined from 44,925 in 2004-05 to 36,524 in 2018-19 - a difference of 8,401 fewer students. Over the past seven years, OUSD enrollment has flattened and has ranged from a low of 36,368 to a high of 37,096. Last year, the official district enrollment was 36,524, down from 37,096 the year before. These enrollment data are publicly available at ousddata.org. Meanwhile, we have 38 schools that are severely under enrollment capacity, meaning they use less than 75% of their facility's seat capacity. These underutilized facilities are located across the city, with the largest concentrations in the East and West regions of Oakland.</p> <p>Early Childhood Enrollment: OUSD serves 1580 students in our early childhood development centers. See handout for program listings.</p>
Vacant	Is the property currently vacant? How long has it been vacant?	<p>The 7980 Plymouth St (Formerly Webster CDC) site has been vacant since 2014. The former use was a Childhood Development Center. The program closed in 2014 to move the program to a brand new facility at Arroyo Viejo.</p> <p>Since the site has been vacant, the 7980 Plymouth St (Formerly Webster CDC) site has cost the district approximately \$25,000.</p>
Building/Site Conditions & Financial Outlook	What are the building and site conditions? What is the estimated cost to repair? What is the estimated value of the property? What is the value for future income stream?	<p>FACILITIES CONDITION: Initial condition rated as Fair based on visual inspection from site and building visits. Observations included minor site and building deterioration due to lack of maintenance. The Facilities Condition Index ("FCI") for the Webster CDC building is 12.7%--this indicates a building in Fair to Good condition. (FCI is calculated based on the ratio of costs to repair the buildings to the cost to replace the buildings--the lower the ratio, the better the condition of the buildings.)</p> <p>COST OF REPAIRS: The estimated costs to repair the 7980 Plymouth St (Formerly Webster CDC) site is \$259,840. This is based upon initial \$70/sf estimate for ADA upgrades, interior/exterior painting, roofing repairs, refreshed interior finishes, site exterior slurry seal coat and re-stripe.</p> <p>REPLACEMENT COST: The estimated Replacement Cost using new modular buildings is calculated at \$550/sf x 3,712sf=\$2,041,600</p> <p>PROPERTY VALUE: Primary value as a leasable program space for childcare provider, after school program, supplemental learning center.</p> <p>Lease Value for the Site and Buildings: Walk through by real estate team indicated good potential for lease based upon condition. \$1.50-\$2.50 per sf/month. This would provide a potential income of \$67,000-\$111,000 per year, after renovations to create a leasable building and site.</p> <p>Land Value: This a small parcel with limited sale potential. We have not calculated the residual land value.</p> <p>ZONING: 7980 Plymouth St (Formerly Webster CDC) site is zoned RD-1, Detached Unit Residential 1 Zone. RD-1 zones are intended to create, maintain and enhance areas with detached single unit structures. Limited number of commercial uses will be permitted or conditionally permitted in existing non-residential facilities.</p> <p>DISTRICT-WIDE K-12 FACILITIES ESTIMATED REPAIR COSTS: In updating the Facilities Master Plan, the district is estimating nearly \$1 billion of needs to repair or renovate sites currently used for K-12 programs. The Board is not prioritizing funding to renovate currently vacant property.</p>
Location	Is the location of the facility optimal for a school site or other educational use? Is the facility located in an Oakland Opportunity Zone?	<p>The 7980 Plymouth St (Formerly Webster CDC) site is located .25 miles from an optimal elementary school site location (<i>based on 2018 RAD location/allocation analysis</i>) and is adjacent to an operating OUSD CDC program at Arroyo Viejo. It is located within an Oakland Opportunity Zone.</p> <p>See handout for the list current Early Childhood Education program offerings.</p>

Suitability for District Programs	Is this site suitable for K-12 programs or other district programs (e.g. Early Childhood, Adult Ed, Administration Buildings)?	The 7980 Plymouth St (Formerly Webster CDC) site is not suitable for educational programming due to its fair condition and location on the campus. The updated 2019 Facilities Master Plan will indicate possible sites for early childhood education programming in locations where the service is most needed.
Community Input	What is the community input on this property? What is the input from specific stakeholders (e.g., teachers, families, adjacent neighbors, surrounding areas stakeholders)?	The district is looking for community input on potential uses for 7980 Plymouth St (Formerly Webster CDC) that would serve the community. The 7-11 Committee invites community engagement and will use their input in recommending whether or not the property should be considered surplus and potential uses for the site to the Board for a final decision. Potential future uses of the site may be, for example, for the city library, health and wellness services to support the school, community services to support the school-aged children and their families, or other ideas.
Other Considerations	Consider other qualitative or quantitative aspects (e.g., historical value, equity impact) to inform final recommendations	Additional considerations about this property will be added to this information sheet based on input from the community and the 7-11 committee members.



From OUSD Deferred Project Sites File Webster CDC Floor Plan

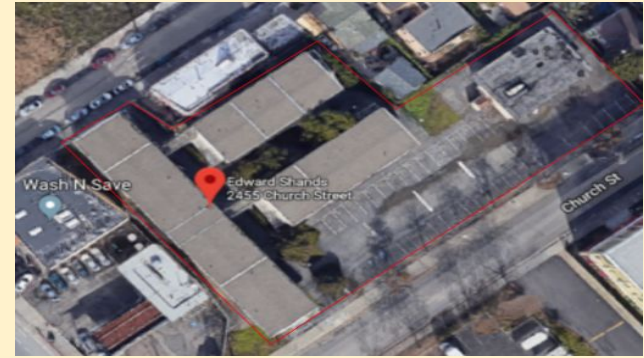
2455 Church St, Oakland 94605 (Formerly Edward Shands Adult Ed)

Property Size: 1.08 Acres

Building Size: 20,032 sq ft, there is a small one-story building and 3 two-story buildings on the property

Configuration: 4 portable classroom clusters, for a total of 16 classrooms

Built in 1968, 1990: 3 two-story buildings built in 1968, and 1 portable building added in 1990



Criteria	Key Questions	Application to Shands
Enrollment Potential	Is the property needed for projected k-12 enrollment?	<p>K-12 Enrollment: Over the past 15 years, enrollment in OUSD district-run schools has declined from 44,925 in 2004-05 to 36,524 in 2018-19 -- a difference of 8,401 fewer students. Over the past seven years, OUSD enrollment has flattened and has ranged from a low of 36,368 to a high of 37,096. Last year, the official district enrollment was 36,524, down from 37,096 the year before. Meanwhile, we have 38 schools that are severely under enrollment capacity, meaning they use less than 75% of their facility's seat capacity. These underutilized facilities are located across the city, with the largest concentrations in the East and West regions of Oakland.</p> <p>Adult Education Enrollment: The California Adult Education Program (CAEP) has estimated enrollment numbers of adults needing educational programs (including basic skills and language acquisition) to be 107,000 for the for the Northern Alameda Adult Education Collective (the collective includes Oakland, Alameda, Piedmont, Berkeley, Albany and Emeryville). The CAEP does not calculate enrollment projections for individual cities.</p> <p>See handout for current Oakland Adult and Career Education program offerings, number of adult students currently being served, and capacity of existing programs.</p>
Vacant	Is the property currently vacant? How long has it been vacant?	<p>The 2455 Church St property has been vacant since 2010. The former use was Adult Education but the program closed in 2010 due to lack of funding. There was a short secondary use by Police Services.</p> <p>Since the site has been vacant, the 2455 Church St. (Shands) site has cost nearly \$140,000 to the district.</p>
Building/Site Conditions & Financial Outlook	What are the building and site conditions? What is the estimated cost to repair? What is the estimated value of the property? What is the value for future income stream?	<p>FACILITIES CONDITION: The 2455 Church St. (Shands) buildings and site are in poor condition after years of vacancy and limited maintenance. The property was vandalized in February 2017 with damage to finishes, windows, and doors, and removal of electrical wiring and plumbing lines. The Facilities Condition Index ("FCI") for the Shands buildings is nearly 60%--this indicates a building in poor condition. (FCI is calculated based on the ratio of costs to repair the buildings to the cost to replace the buildings--the lower the ratio, the better the condition of the buildings.)</p> <p>COST OF REPAIRS: The estimated costs to repair the 2455 Church St.(Shands) buildings are included in the District's "Shands Vandalism Report 02-28-17" from February 2017. At that time, the estimated direct construction cost of repairs totaled \$5,482,000. This repair estimate did not include code upgrades or Americans with Disabilities Act (ADA) compliance upgrades. Costs of rehabilitation today would be higher.</p> <p>PROPERTY VALUE: The estimated value of the property needs to be considered in light of the very high costs to rehabilitate the existing buildings and bring them up to current code. The owner of the property is normally required to deliver a leasable building.</p> <p>Lease Value for the Site and Buildings: <u>After rehabilitation</u>, lease value ranges from \$12.00-\$24.00 per square foot per year. Potential annual income from lease: \$240,000-\$480,000.</p> <p>Land Value: The underlying land for site redevelopment, <u>after building abatement and demolition</u>, has a potential value range of \$30-\$35 per square foot, or \$1.4 million to \$1.6 million. Site & Building hazardous materials abatement and demolition costs estimated at between \$450,000-\$600,000.</p> <p>ZONE: The 2455 Church St. (Shands) site is zoned CC-2, Community Commercial. CC-2 zones are intended to create, maintain and enhance areas with a wide range of commercial businesses with direct frontage and access on the City's corridors and commercial areas.</p> <p>DISTRICT WIDE K-12 FACILITIES ESTIMATED REPAIR COSTS: In updating the Facilities Master Plan, the district is estimating nearly \$1 billion of needs to repair or renovate sites currently used for K-12 programs. The Board is not prioritizing funding to renovate currently vacant property.</p>

Location	Is the location of the facility optimal for a school site or other educational use? Is the facility located in an Oakland Opportunity Zone?	<p>The 2455 Church St. (Shands) site is not located on the same campus as an active school site, and is not large enough for a sustainably sized school. Analysis of projected school-aged children in this area at any gradespan can be served by multiple OUSD schools located in this part of the city. The site is within the defined Oakland Opportunity Zone boundaries, so some proposals for the potential future use of the property could be eligible for Opportunity Zone tax breaks for investors.</p> <p>See handout for the map of current Oakland Adult and Career Education program offerings.</p>
Suitability for District Programs	Is this site suitable for k-12 programs or other district programs (e.g. Early Childhood, Adult Ed, Charters, Administration Buildings)?	The 2455 Church St. (Shands) site is not suitable in its current condition for an educational purpose, including adult ed programs. The site is not ADA (Americans with Disabilities Act) accessible and needs substantial updates and repairs. Other sites are being explored for adult ed programming that are in better condition and require less investment. The updated 2019 Facilities Master Plan will indicate possible sites for adult education programming in locations where the service is most needed.
Community Input	What is the community input on this property? What is the input from specific stakeholders (e.g., teachers, families, adjacent neighbors, surrounding areas stakeholders)?	The district is looking for community input on potential uses for 2455 Church St. (Shands) that would serve the community. The 7-11 Committee invites community engagement and will use their input in recommending whether or not the property should be considered surplus and potential uses for the site to the Board for a final decision. Potential future uses of the site may be, for example, for adult and family services, workforce development, entrepreneurship education, and business development services for East Oakland Entrepreneurs and locally owned businesses and health services, or other ideas.
Other Considerations	Consider other qualitative or quantitative aspects (e.g., historical value, equity impact) to inform final recommendations	<p>Committee members have highlighted that there is an equity-based need to bring more community resources to this area of the city, which historically suffered from divestment and redlining and remains under-resourced.</p> <p>Additional considerations about this property will be added to this information sheet based on input from the community and the 7-11 committee members.</p>

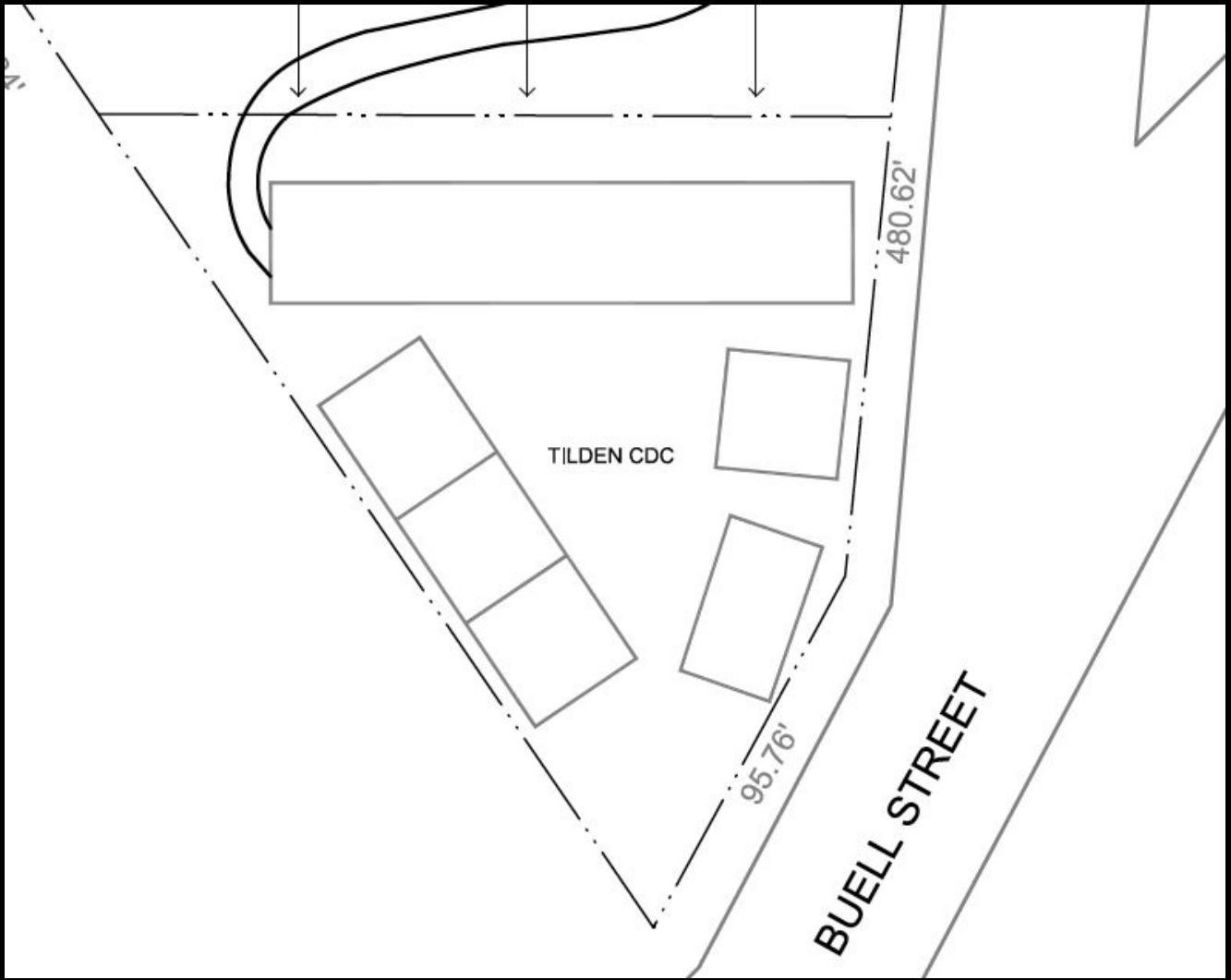
4551 Steele St (Formerly known as Tilden CDC)

Property Size: 0.44 acres in former CDC area (Estimated 0.71 acres when including hillside)
Building Size: 8,640 sq ft, 1-story
Configuration: 9 classroom portables
Built in 1967



Criteria	Key Questions	Application to Shands
Enrollment Potential	Is the property needed for projected k-12 enrollment?	<p>K-12 Enrollment: Over the past 15 years, enrollment in OUSD district-run schools has declined from 44,925 in 2004-05 to 36,524 in 2018-19 - a difference of 8,401 fewer students. Over the past seven years, OUSD enrollment has flattened and has ranged from a low of 36,368 to a high of 37,096. Last year, the official district enrollment was 36,524, down from 37,096 the year before. These enrollment data are publicly available at ousddata.org. Meanwhile, we have 38 schools that are severely under enrollment capacity, meaning they use less than 75% of their facility’s seat capacity. These underutilized facilities are located across the city, with the largest concentrations in the East and West regions of Oakland.</p> <p>Early Childhood Enrollment: OUSD serves 1580 students in our early childhood development centers. See handout for program listings.</p>
Vacant	Is the property currently vacant? How long has it been vacant?	<p>The 4551 Steele St property (Tilden CDC) has been vacant since 2010. The former use was a Childhood Development Center. The program closed in 2010 due to low enrollment of K-3 students and poor facility conditions. The entire pre-school and general education programming offered at the site was moved to the Burbank campus.</p> <p>Since the site has been vacant, the 4551 Steele St property (Tilden CDC) site has cost approximately \$25,000 to the district.</p>
Building/Site Conditions & Financial Outlook	What are the building and site conditions? What is the estimated cost to repair? What is the estimated value of the property? What is the value for future income stream?	<p>FACILITIES CONDITION: Initial condition rated as Poor based on visual inspection from site and building visits. Observations included site and building deterioration due to lack of maintenance.</p> <p>COST OF REPAIRS OR REPLACEMENT: The estimated direct construction costs to repair the 4551 Steele St property (Tilden CDC) is \$2,659,099. The estimated direct construction cost of replacement assuming like-in-kind area and use is estimated at \$550/sf (including all site work costs) or \$4,752,000.</p> <p>The Facilities Condition Index (“FCI”) for the Tilden buildings is 55.96%--this indicates a building in poor condition. Properties with an FCI of 50% or greater are typically considered for demolition and replacement. (FCI is calculated based on the ratio of costs to repair the buildings to the cost to replace the buildings--the higher the ratio, the worse the condition of the buildings.) .</p> <p>PROPERTY VALUE: The estimated value of the property needs to be considered in light of the very high costs to rehabilitate the existing buildings and bring them up to current code. The owner of the property is normally required to deliver a leasable building.</p> <p>Lease Value for the Site and Buildings: \$1.50 - \$2.50/sf/month after repairs providing potential income of \$67,000 to \$110,000/year. High cost of repairs or replacement is a serious impediment to considerations of leasing, even if amortized over long lease period net return to District limited.</p> <p>Land Value: Assume a potential for 3 single-family lots in accordance with RD-1 zoning, residual value of land approximately \$130,000-\$215,000, after demolition and site clearing. Cost of demolition, including hazardous materials abatement, is estimated at \$150,000 to \$175,000.</p> <p>ZONE: 4551 Steele St property (Tilden CDC) site is zoned RD-1, RD-1DetachedUnitResidentialZone-1: The intent of the RD-1 zone is to create, maintain, and enhance areas with detached, single unit structures. A limited number of commercial uses will be permitted or conditionally permitted in existing non-residential facilities.</p> <p>DISTRICT WIDE K-12 FACILITIES ESTIMATED REPAIR COSTS: In updating the Facilities Master Plan, the district is estimating nearly \$1 billion of needs to repair or renovate sites currently used for K-12 programs. The Board is not prioritizing funding to renovate currently vacant property.</p>

Location	Is the location of the facility optimal for a school site or other educational use? Is the facility located in an Oakland Opportunity Zone?	<p>The 4551 Steele St property (Tilden CDC) site is .7 miles from an optimal elementary school location (<i>based on 2018 RAD location/allocation analysis</i>); and is 1 mile from an operating OUSD CDC program at Laurel Elementary School. It is not located in an Oakland Opportunity Zone. The site is currently co-located with an OUSD-authorized charter school, Roses in Concrete. The closest OUSD district-run K-12 school is Melrose Leadership, at a distance of .6 miles to the west. Laurel Elementary and Redwood Heights Elementary are located 1 mile to the north and east, respectively.</p> <p>See handout for the list current Early Childhood Education program offerings.</p>
Suitability for District Programs	Is this site suitable for k-12 programs or other district programs (e.g. Early Childhood, Adult Ed, Charters, Administration Buildings)?	The 4551 Steele St property (Tilden CDC) site is not suitable for educational programming due to its poor condition and location on the campus. The updated 2019 Facilities Master Plan will indicate possible sites for early childhood education programming in locations where the service is most needed.
Community Input	What is the community input on this property? What is the input from specific stakeholders (e.g., teachers, families, adjacent neighbors, surrounding areas stakeholders)?	The district is looking for community input on potential uses for 4551 Steele St property (Tilden CDC) that would serve the community. The 7-11 Committee invites community engagement and will use their input in recommending whether or not the property should be considered surplus and potential uses for the site to the Board for a final decision. Potential future uses of the site may be, for example, for the city library, health and wellness services to support the school, community services to support the school aged children and their families , or other ideas.
Other Considerations	Consider other qualitative or quantitative aspects (e.g., historical value, equity impact) to inform final recommendations	Additional considerations about this property will be added to this information sheet based on input from the community and the 7-11 committee members.



C. OUSD Programs Information
i.. Adult Education



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Adult & Career Education

Oakland Adult & Career Education (OACE)

Main Office & High School Equivalency (HSE) Testing Center

Location: McClymonds High School
2607 Myrtle Street, Rm 122
Oakland, CA 94607
PH: (510) 273-2310
FAX: (510) 874-3769
<https://www.ousd.org/oace>

Oakland Adult & Career Education (OACE) List of Programs

The following lists of programs show current fall offerings as of Sept 12, 2019.

- The ESL College and Career Readiness Pathways Programs have fall, winter and spring offerings.
- The Project Year Internships have year long offerings.
- All other programs have school year long offerings (Aug-May).
- The list does not include summer sessions.

ESL College and Career Readiness Pathways Program

LOCATION	COURSES	DAYS/TIMES	CURRENT 19-20 ENROLLMENT	ENROLLMENT CAPACITY
Leadership Institute at Allen Temple 8501 International Blvd. Oakland, CA 94621	ESL Advanced	9:00-11:30am M-Th	25	40
	ESL Intermediate	9:00-11:30am M-Th	27	40
	ESL Beginning High	9:00-11:30am M-Th	33	40
	ESL Literacy & Beginning Low	9:00-11:30am M-Th	26	40
	ESL Literacy	9:00-11:30am M-Th	15	25
	ESL Citizenship	6:00-8:30pm Tu-Th	6	40
		ESL Beginning Low	6:00-8:30pm Tu-Th	34
	ESL Beginning High	6:00-8:30pm Tu-Th	33	40

MetWest High School 314 E. 10th Street Oakland, CA 94606	ESL Intermediate	6:00-8:30pm	Tu-Th	17	40
	ESL Advanced	6:00-8:30pm	Tu-Th	12	40
				TOTAL: 228	TOTAL: 385

ESL Family Literacy Program

LOCATION	COURSES	DAYS/TIMES	CURRENT 19-20 ENROLLMENT	ENROLLMENT CAPACITY
Allendale Elementary School 3670 Penniman Avenue Oakland, CA 94619	ESL Family Literacy Multi-level	9:00-11:30am M- Th	22	25
Bridges Academy Elementary School 1325 53rd Avenue Oakland, CA 94601	ESL Family Literacy Multi-level	9:00-11:30am M- Th	29	30
Brookfield Elementary School 401 Jones Avenue Oakland, CA 94603	Digital Family Literacy	9:00-11:30am M- Th	13	20
		12:00-2:30pm M-TH	10	20
Castlemont High School/Leadership Public Schools Elementary 8601 MacArthur Blvd., Building 100Oakland, CA 94605	ESL Family Literacy Multi-level	5:30-8:00pm Tu & Th Planning to add another section	37	40 (can fit an additional 40 for a new section)
Coliseum College Prep 1390 66th St. Oakland, CA 94621	ESL Family Literacy Multi-level	9:00-11:30am M- Th	28	30
Esperanza/Korematsu Elementary School 10315 E. Street Oakland, CA 94603	ESL Family Literacy Multi-level	9:00-11:30am M- Th	18	20
Fruitvale Elementary School 3200 Boston Avenue Oakland, CA	ESL Family Literacy Multi-level	9:00-11:30am M- Th	18	30

Horace Mann Elementary School 5222 Ygnacio Avenue Oakland, CA 94601	ESL Family Literacy Multi-level	8:45-11:15am Th	M-	21	30
Reach Academy 9845 Bancroft Avenue Oakland, CA 945603	ESL Family Literacy Multi-level	9:00-11:30am Th	M-	Class to Begin October 2019	30
West Oakland Middle School (in partnership with Martin Luther King Elementary School families) 991 14th Street Oakland, CA 94607	ESL Family Literacy Multi-level	9:00-11:30am Th	M-	19	30
				TOTAL: 215	TOTAL: 345

High School Equivalency (HSE)/GED Preparation & Testing High School Diploma (HSD)

LOCATION	COURSES	DAYS/TIMES		CURRENT 19-20 ENROLLMENT	ENROLLMENT CAPACITY
CenterPoint (Reentry) 3333 Telegraph Avenue, 2nd Fl Oakland, CA 94609	HSE/GED	9:00-12:00pm Th	M-	21	30
Esperanza/Korematsu Elementary School 10315 E. Street Oakland CA, 94603	HSE/GED – English/Spanish	5:30-8:00pm Th	Tu-	14	20
Laney College 900 Fallon Street Oakland, CA 94607	HSE/GED – English/Spanish AM	9:00-12:00pm F	M-	35	35
	HSE/GED – English/Spanish PM	5:30-8:30pm Tu & Th		11	35
Leadership Institute at Allen Temple 8501 International Blvd. Oakland, CA 94621	HSE/GED	9:00-11:30am F	M-	22	30

Lockwood Gardens 1325 65th Avenue Oakland, CA 94619	HSE/GED	1:00-4:00pm Tu- Th	8	30
McClymonds High School <i>*(Certified Pearson Vue GED Testing Center)</i> 2607 Myrtle Street Oakland, CA 94607	HSD/Credit Recovery HSE/GED Online GED Testing	9:00-12:00pm M- F	11	30
Merritt College 12500 Campus Dr. Bldg D Oakland, CA 94619	HSE/GED-English/Spanish	9:00-12:00pm M- F	4	30
Unity Council 1900 Fruitvale Avenue, 3rd Fl. Oakland, CA 94601	HSE/GED – English/Spanish	1:00-3:30 Tu- Th	19	30
Volunteers of America (Reentry) 2364 E. 15th Street Oakland, Ca 94609	HSE/GED	1:00-3:30 Tu & Th 1:00-4:30 Wed	4	30
			TOTAL: 149	TOTAL: 300

Career Technical Education

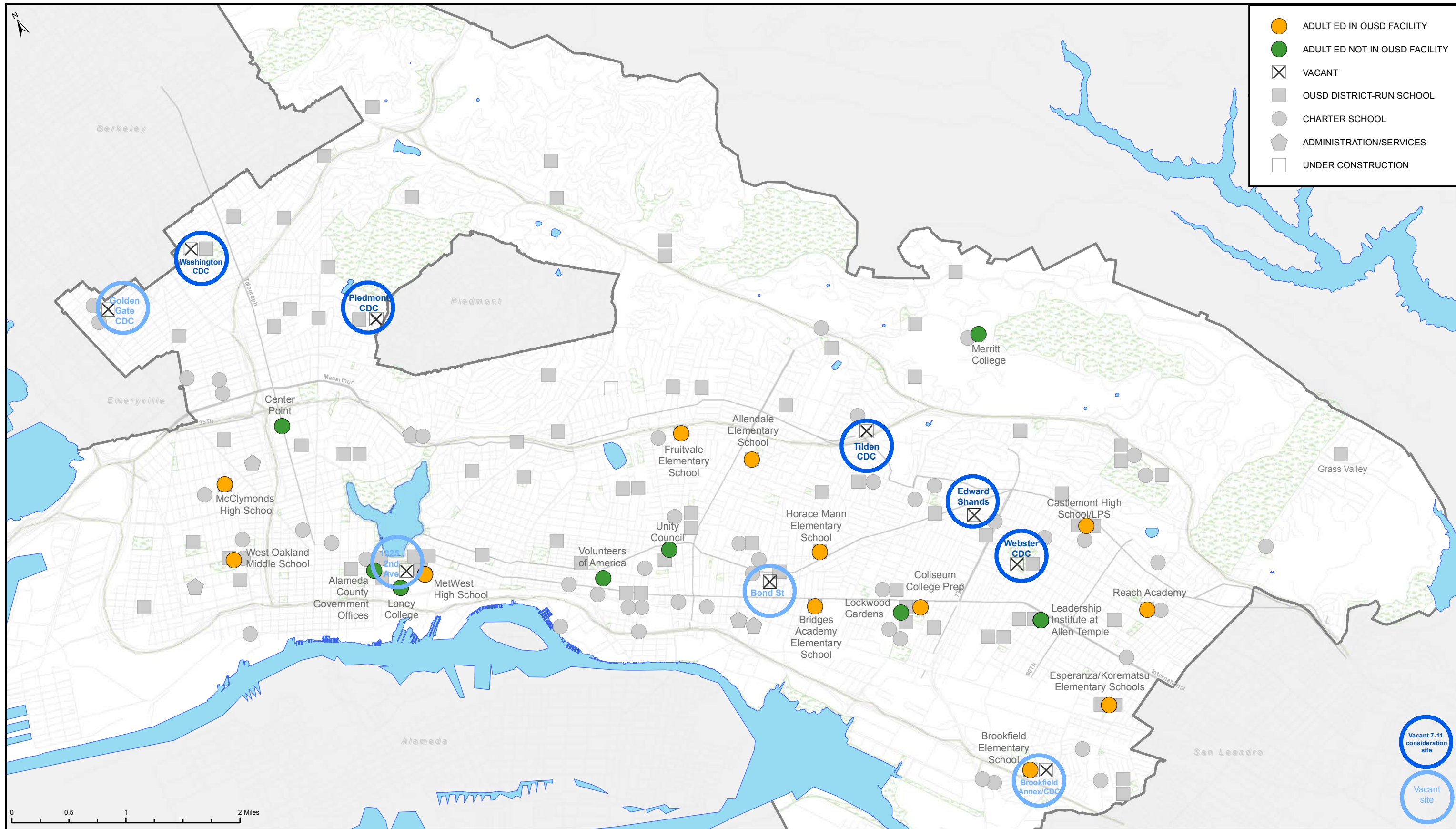
LOCATION	COURSES	DAYS/TIMES	CURRENT 19-20 ENROLLMENT	ENROLLMENT CAPACITY
Alameda County Government Offices 125 12th Street Oakland, CA 94607	Project Search Internship	9:00-3:00pm M-Fri	12	12
McClymonds High School 2607 Myrtle Street Oakland CA 94607	Pre-Apprenticeship Math- Construction Trades	5:00-7:30 Tu & Th	16	25
			TOTAL: 28	TOTAL: 37



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

32 OUSD Adult Education Programs at 20 facility sites
12 of these programs in OUSD owned facility sites
8 of these programs in non-OUSD owned facility sites



C. OUSD Programs Information
li. Child Development



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Oakland Early Childhood Education

ECE Administrative Office

P: 510-273-8277

F: 510- 874-7750

8:30AM - 4:00PM Monday - Friday

1025 4th Avenue
Oakland, CA 94606

ECE Enrollment Center

P: 510-273-1590

F: 510- 874-1591

8:30 a.m. - 4 p.m. M, T, Th, F
8:30 a.m. - 2 p.m. Wednesdays

746 Grand Avenue, Room A
Oakland, CA 94610

OUSD Preschool Entrance Requirements/Eligibility:

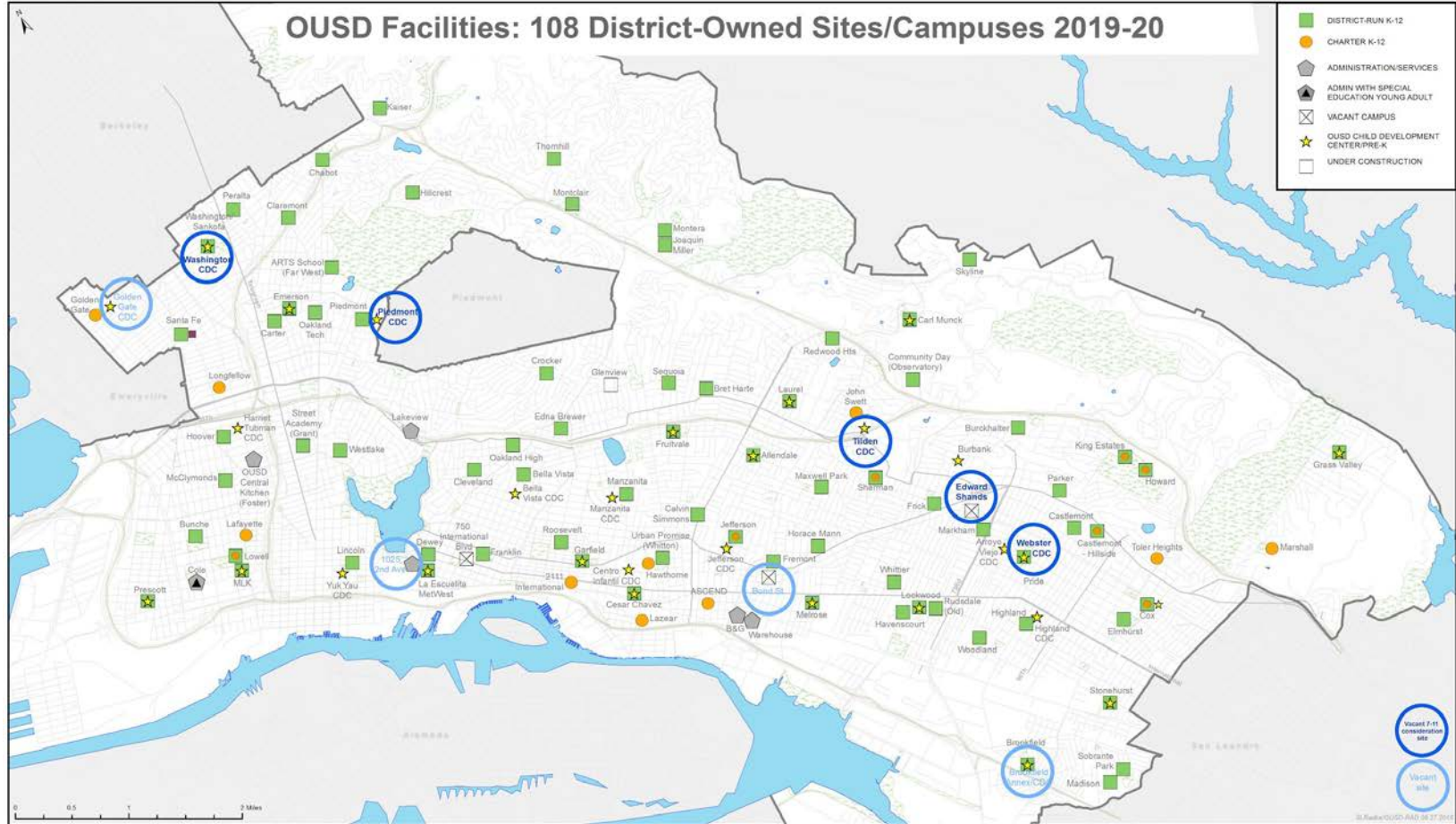
- Children must be 3 years old on or before **December 2nd**
- Children must be fully toilet trained
- Families whose **gross monthly income** falls within the maximum ceiling and meet the other eligibility requirements qualify for priority to receive subsidized care in our programs.
- Families who exceed the monthly income maximum are eligible for the **full-tuition option**.
- While tuition-based and subsidized children are in the same classrooms and receive the same services, their fees and registration requirements are different.

ECE Site Directory 2019 - 2020

Site Admin	Center name	Site #	Address	Full Day PreK	3Hour PreK AM	3 Hour PreK PM	School Age PM	Current Enrollment	Current Capacity
Shanna Birkholz-Vazquez	1. Acorn Woodland CDC	861	1025 - 81st Avenue 94621		X	X		68	72
	2. Bella Vista CDC	805	2410 - 10th Avenue 94606	X	X	X		72	80
	3. Stonehurst CDC	838	901 - 105 th Avenue 94603	X	X	X		93	96
Alesia Eutsler	4. Lockwood CDC	823	1125 - 69th Avenue 94621	X			X	47	48
	5. United Nation CDC*	831	1025 - 4 th Ave. 94606	X	X	X		235	240
	6. Yuk Yau CDC	824	291 - 10th Street 94607	X	X	X	X	92	96
Caroline Jones	7. Arroyo Viejo CDC	802	1895 - 78 th Ave. 94621	X	X	X		73	80
	8. Laurel CDC	820	3825 California Street 94619	X	X	X	X	67	72
	9. Manzanita CDC	829	2618 Grande Vista Ave. 94601	X	X	X	X	60	64
John Moon	10. Centro Infantil CDC	819	2660 East 16h Street 94601	X	X	X		58	80
	11. Emerson CDC*	811	4801 Lawton Avenue 94609	X	X	X	X	50	56
	12. Harriet Tubman CDC	825	800 - 33rd Street 94608	X			X	32	48
Thomas Williams	13. Highland CDC	815	1322 - 86th Avenue 94621	X	X	X	X	67	72
	14. International CDC	809	2825 International Blvd 94601	X	X	X		92	96
	15. Jefferson CDC	817	1975 - 40th Avenue 94601	X	X	X	X	70	72
Ofelia A. Mendoza	16. Hintil CDC	840	11850 Campus Drive 94619	X				16	32
Elementary Site-Based	17. Allendale State PreK	860	3670 Penniman Ave. 94619		X	X		29	32
	18. Bridges State PreK	863	1325 - 53rd Avenue 94601	X	X	X		40	48
	19. Brookfield State PreK	806	401 Jones Avenue 94603		X	X		32	32
	20. Burbank State PreK *	803	3550 - 64th Avenue 94605		X			28	32
	21. Cox (Reach) State PreK	807	9860 Sunnyside Street 4603		X	X		42	48
	22. CUES State PreK *	827	6701 International Blvd 94621		X	X		42	48
	23. Fruitvale CDC	862	3200 Boston Avenue 94602	X				16	16
	24. Garfield State PreK	808	1640 - 22nd Avenue 94606		X	X		32	32
	25. Howard State PreK	816	8755 Fontaine Street 94605		X			16 AM	32
	26. MLK State PreK	822	960 - 10th Street 94607		X	X		22	24
	27. Prescott CDC	830	920 Campbell Street 94607	X				16	16
	28. Sankofa CDC	864	581 - 61st Street 94609	X				24	24
Total								1531	1688

D. District-wide Facilities Maps

Map of all 108 district-owned facility sites/campuses

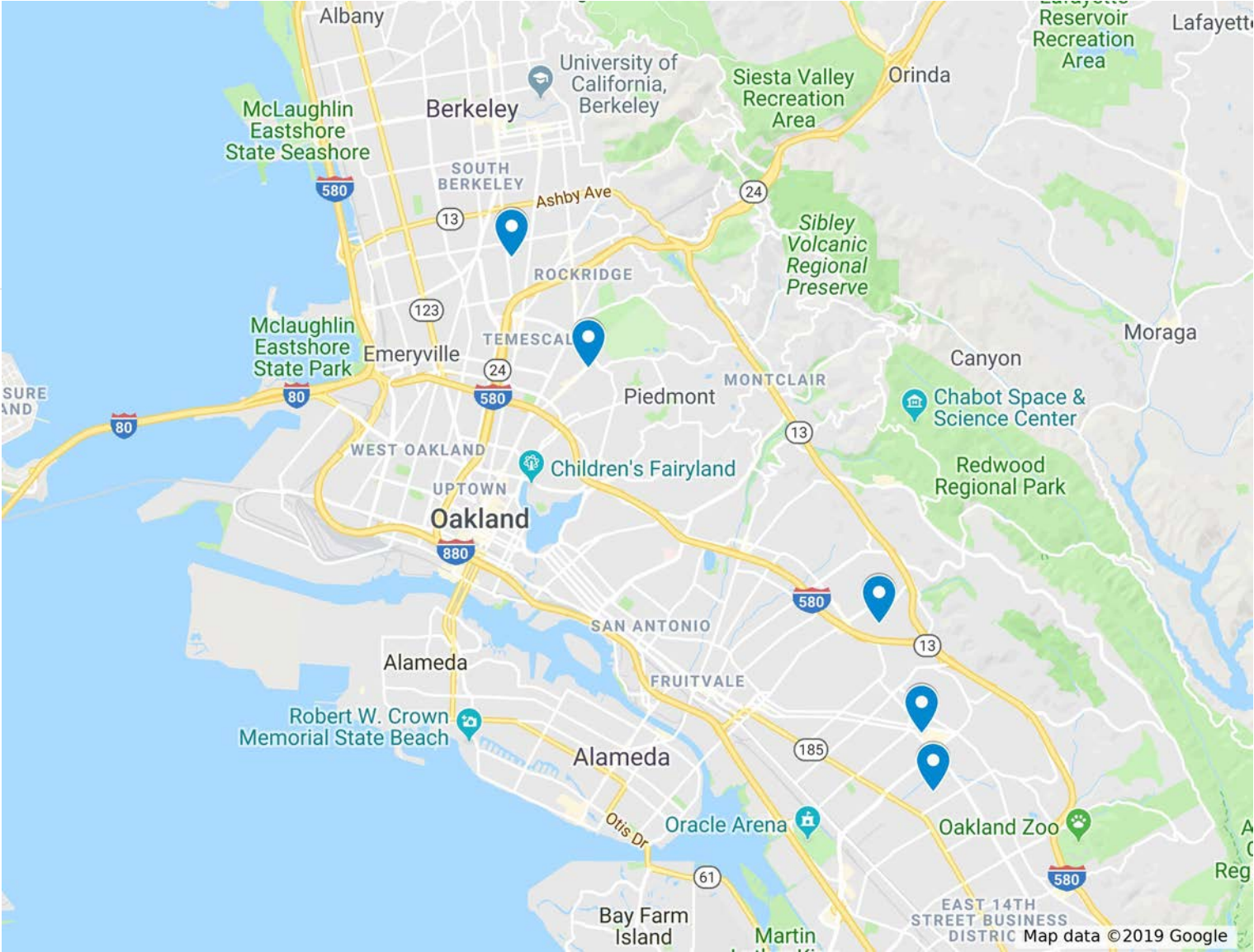


OUSD Vacant Sites

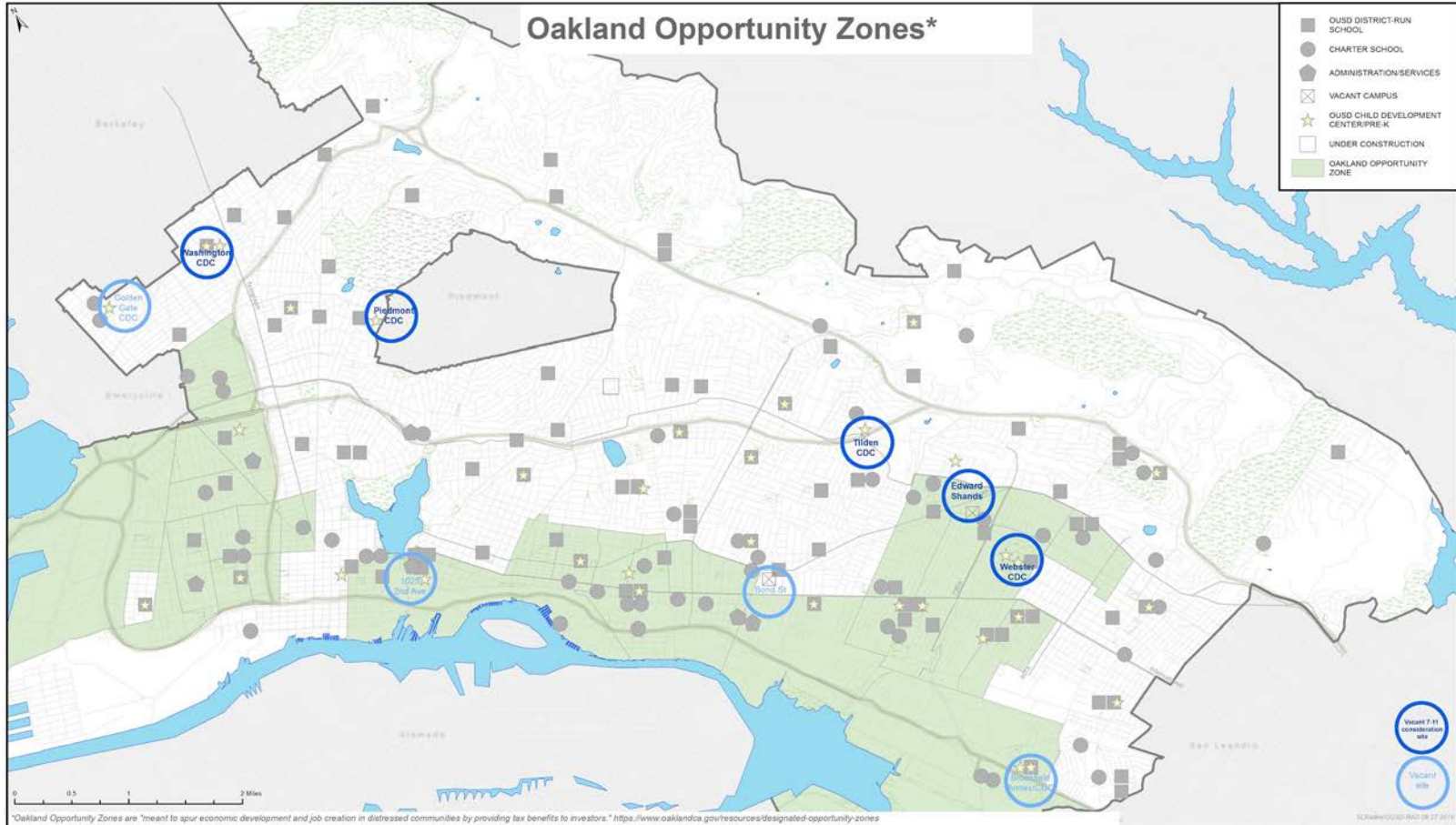
Phase 1

- 7980 Plymouth St
- 2455 Church St
- 4551 Steele St
- 581 61st St
- 4314 Piedmont Ave

Phase 1 - 5 sites

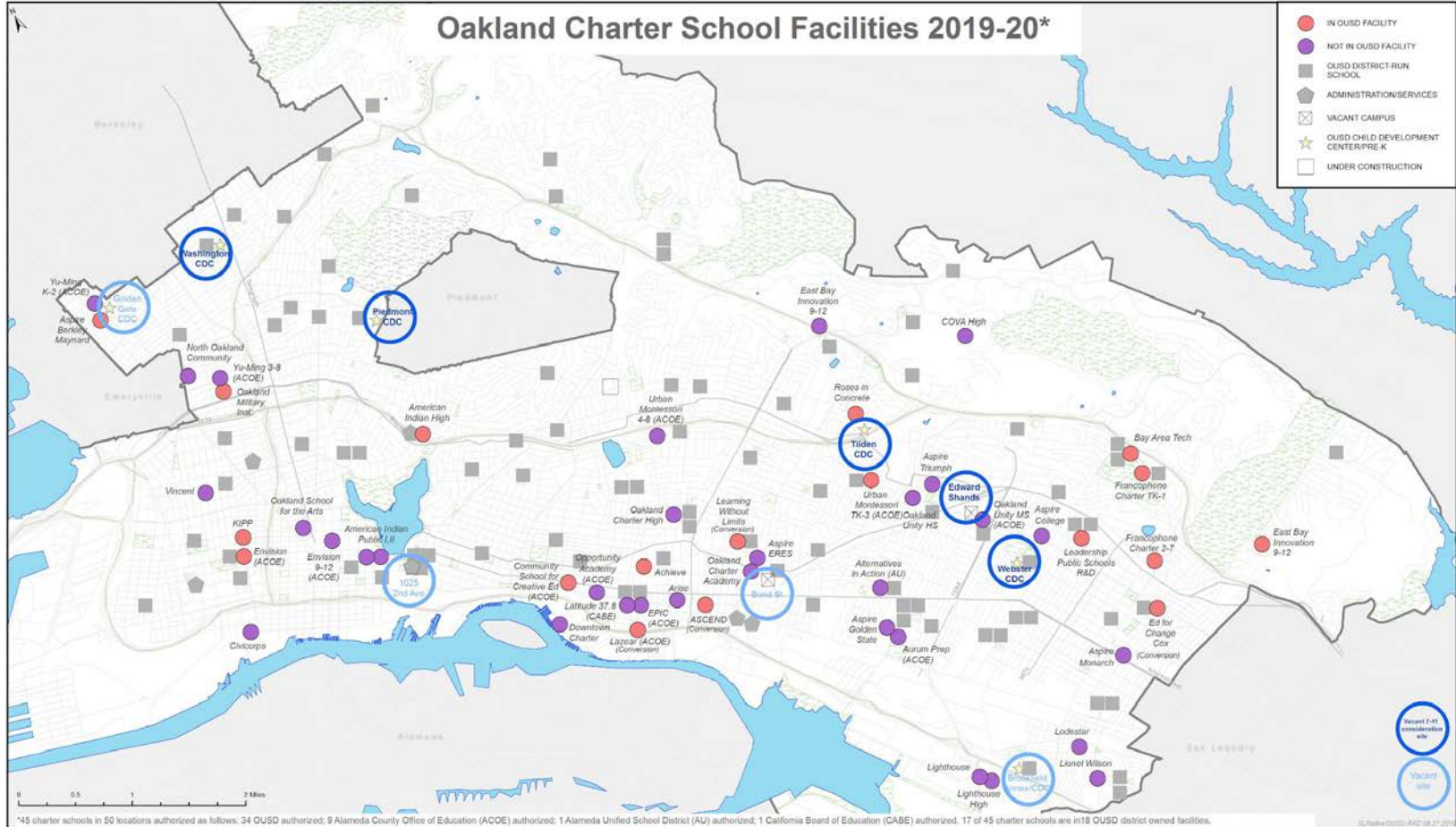


Two sites under 7-11 consideration are in an Opportunity Zone (Edward Shands & Webster CDC)

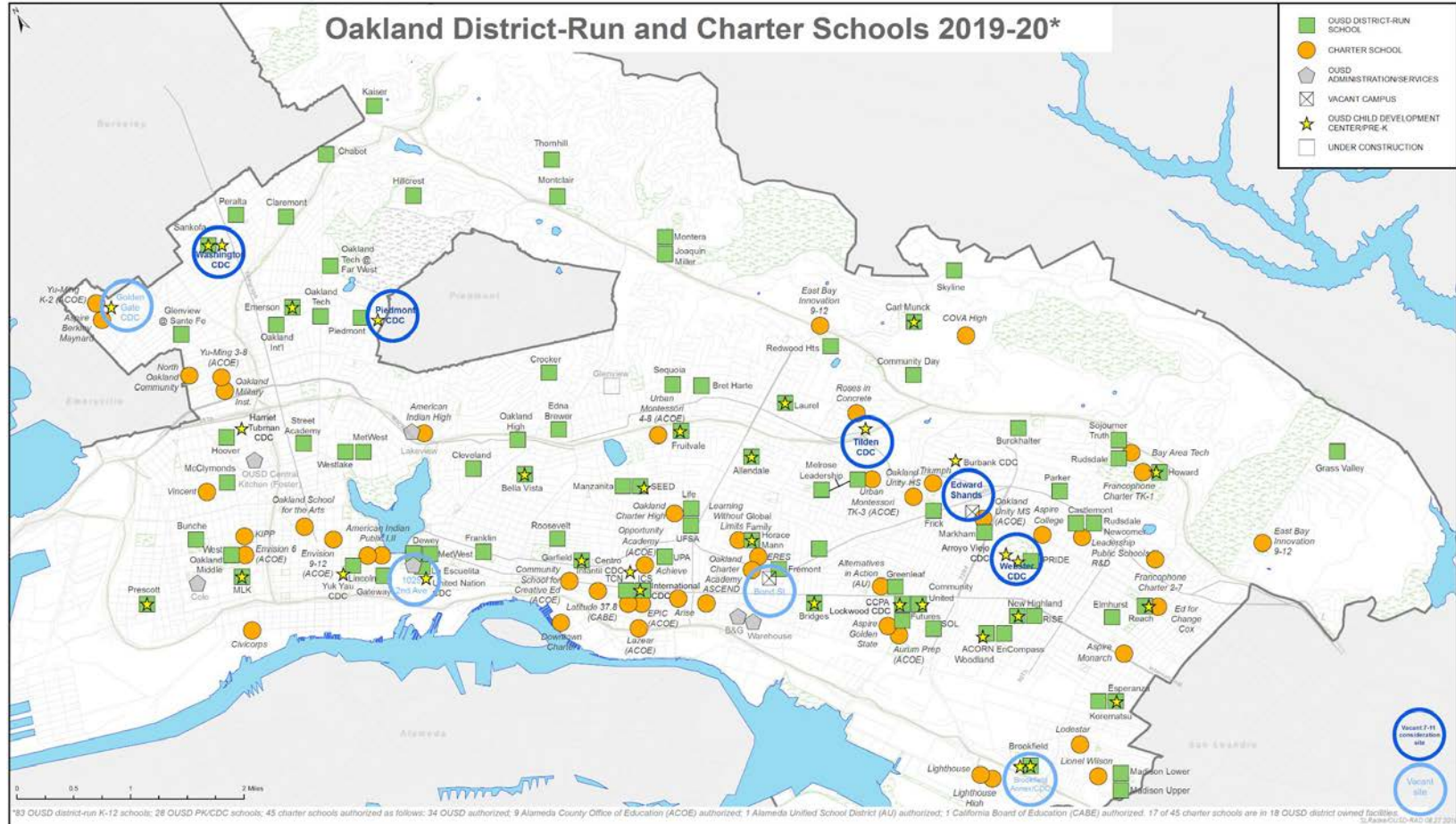


17 charter schools are in OUSD facilities

28 charter schools are in non-OUSD facilities



Map of all 83 OUSD TK-12 schools, 28 CDC/pre-K, and 45 charter schools



2019-20 OUSD Campus/Facilities & Programs for 2019-20 (as of 9/12/19)

Campus Name	Vacant Campus?	Vacant Building?	# programs	#DR	#Charter	#CDC	# Adult	Admin?	Other school programs	prog Name 1	prog Name 2	prog Name 3	prog Name 4
Admin Bldg	Vacant												
Dewey			1	1						DR - Dewey			
2111 International Blvd			1		1					CH - CSCE			
Allendale			3	1		1	1			DR - Allendale	CDC - Allendale State PreK	AdultEd	
Arroyo Viejo CDC			1			1				CDC - Arroyo Viejo CDC			
ARTS School (Far West)			1	1						DR - Oakland Tech			
ASCEND			1		1					CH - ASCEND			
B&G									OUSD Facilities, Buildings &				
Bella Vista			1	1						DR - Bella Vista			
Bella Vista CDC			1			1				CDC - Bella Vista CDC			
Bond Street AEC	Vacant												
Bret Harte			1	1						DR - Bret Harte			
Brookfield		Brookfield (Annex) CDC	4	1		1	1			DR - Brookfield	CDC - Brookfield State PreK	AdultEd	City of Oakland-Head Start
Bunche			1	1						DR - Bunche			
Burbank			1			1				CDC - Burbank CDC			
Burckhalter			1	1						DR - Burckhalter			
Calvin Simmons			2	2						DR - Life	DR - United for Success Academy		
Carl Munck			2	1		1				DR - Carl Munck	CDC - Hintil Kuu Ca CDC		
Carter			1	1						DR - Oakland Int'l			
Castlemont			3	1	1		1			DR - Castlemont	CH - LPS - R&D	AdultEd	
Castlemont - Hillside			1	1						DR - Rudsdale (Newcomer)			
Centro Infantil CDC			1			1				CDC - Centro Infantil CDC			
Cesar Chavez			3	2		1				DR - International Community School	DR - Think College Now	CDC - International CDC	
Chabot			1	1						DR - Chabot			
Claremont			1	1						DR - Claremont			
Cleveland			1	1						DR - Cleveland			
Cole			1	1					OUSD Police Services, Special Education,	DR - Young Adult Program/Special Education			
Community Day (Observatory)			1	1						DR - Community Day			
Cox			4	1	1	1	1			DR - Reach	CH - EFC - Cox	CDC - Cox (Reach) State PreK	AdultEd
Crocker			1	1						DR - Crocker Highlands			
Edna Brewer			1	1						DR - Edna Brewer			
Edward Shands	Vacant												
Elmhurst			1	1						DR - Elmhurst United			
Emerson			2	1		1				DR - Emerson	CDC - Emerson CDC		
Evening (Neighborhood) AEC			1							ACOE - Quest Academy Independent			
Franklin			1	1						DR - Franklin			
Fremont			1	1						DR - Fremont			
Frick			1	1						DR - Frick			
Fruitvale			3	1		1	1			DR - Fruitvale	CDC - Fruitvale CDC	AdultEd	

2019-20 OUSD Campus/Facilities & Programs for 2019-20 (as of 9/12/19)

Campus Name	Vacant Campus?	Vacant Building?	# programs	#DR	#Charter	#CDC	# Adult	Admin?	Other school programs	prog Name 1	prog Name 2	prog Name 3	prog Name 4
Garfield			2	1			1			DR - Garfield	CDC - Garfield State PreK		
Glenview	Under Construction												
Golden Gate			1		1					CH - Aspire Berkley Maynard			
Golden Gate CDC	Vacant												
Grass Valley			1	1						DR - Grass Valley			
Harriet Tubman CDC			1				1			CDC - Harriet Tubman CDC			
Havenscourt			2	1				1		DR - Coliseum College Prep	AdultEd		
Hawthorne			1		1					CH - EFC - Achieve			
Highland			2	2						DR - New Highland	DR - RISE Community School		
Highland CDC			1				1			CDC - Highland CDC			
Hillcrest			1	1						DR - Hillcrest			
Hoover			1	1						DR - Hoover			
Horace Mann			2	1				1		DR - Horace Mann	AdultEd		
Howard			3	1	1		1			DR - Howard	CH - Francophone Charter TK-1st	CDC - Howard State PreK	
Jefferson			2	1	1					DR - Global Family	CH - Learning without Limits		
Jefferson CDC			1				1			CDC - Jefferson CDC			
Joaquin Miller			1	1						DR - Joaquin Miller			
Kaiser			1	1						DR - Kaiser			
King Estates			3	2	1					DR - Rudsdale	DR - Sojourner Truth	CH - Bay Tech	
La Escuelita			4	2			1	1		DR - La Escuelita	DR - Met West	CDC - United Nation CDC	Adult Ed
Lafayette			1		1					CH - KIPP			
Lakeview			1		1				OUSD Enrollment	CH - American Indian High			
Laurel			2	1			1			DR - Laurel	CDC - Laurel CDC		
Lazear			1		1					CH - Lazear			
Lincoln			1	1						DR - Lincoln			
Lockwood			4	2			2			DR - Community United	DR - Futures	CDC - CUES State PreK	CDC - Lockwood CDC
Longfellow			1		1					CH - Oakland Military Inst.			
Lowell			3	1	1			1		DR - WOMS	CH - Envision G6	AdultEd	
Madison			1	1						DR - Madison Upper			
Manzanita			2	2			0			DR - Manzanita	DR - SEED		
Manzanita CDC			1				1			CDC - Manzanita CDC			
Markham			1	1						DR - Markham			
Marshall			1		1					CH - EBIA 6-8			
Maxwell Park			1	1						DR - MLA			
McClymonds			2	1				1	1	DR - McClymonds	AdultEd		
Melrose			3	1			1	1		DR - Bridges	CDC - Bridges State PreK	AdultEd	
MLK			2	1			1			DR - MLK	CDC - MLK State PreK		
Montclair			1	1						DR - Montclair			
Montera			1	1						DR - Montera			

2019-20 OUSD Campus/Facilities & Programs for 2019-20 (as of 9/12/19)

Campus Name	Vacant Campus?	Vacant Building?	# programs	#DR	#Charter	#CDC	# Adult	Admin?	Other school programs	prog Name 1	prog Name 2	prog Name 3	prog Name 4
Oakland High			1	1						DR - Oakland High			
Oakland Tech			1	1						DR - Oakland Tech			
OUSD Central Kitchen (Foster)									OUSD Central Kitchen				
Parker			1	1						DR - Parker			
Peralta			1	1						DR - Peralta			
Piedmont			1	1						DR - Piedmont			
Piedmont CDC	Vacant												
Prescott			2	1		1				DR - Prescott	CDC - Prescott CDC		
Redwood Hts			1	1						DR - Redwood Hts			
Roosevelt			1	1						DR - Roosevelt			
Rudsdale (Old)			1	1						DR - School of Language (SOL)			
Santa Fe			1	1						DR - Glenview			
Sequoia			1	1						DR - Sequoia			
Sherman			2	1	1					DR-Metrose Leadership Academy Gr 4-5	CH - Urban Montessori TK-3		
Skyline			1	1						DR - Skyline			
Sobrante Park			1	1						DR - Madison Lower			
Stonehurst			4	2		1	1			DR - Esperanza	DR - Korematsu	CDC - Stonehurst CDC	AdultEd
Street Academy (Grant)			1	1						DR - Street Academy			
Swett (John Swett)			1		1					CH - Roses in Concrete			
Thornhill			1	1						DR - Thornhill			
Tilden		Tilden CDC											
Toler Heights			1		1					CH - Francophone Charter 2nd-7th			
Urban Promise (Whitton)			1	1						DR - UPA			
Warehouse									OUSD Warehouse, Nutrition				
Washington		Prior CDC Buildings	2	1		1				DR - Sankofa	CDC - Sankofa CDC		
Webster		Webster CDC	1	1						DR - PRIDE			
Westlake			2	2						DR - Westlake	DR-MetWest 9th grade expansion		
Whittier			1	1						DR - Greenleaf			
Woodland			3	2		1				DR - ACORN Woodland	DR - EnCompass	CDC - ACORN Woodland CDC	
Yuk Yau CDC			1			1				CDC - Yuk Yau CDC			

E. Community Input Documents

DISTRICT 1 COMMUNITY OUTREACH LIST

Category	Organization/Stakeholder	Contact/Title	Address	Email	Phone	Website
City Council/ Mayor's Office						
	City Council Member, Dan Kalb		1 Frank H Ogawa Plaza, 2nd Floor, Oakland, CA 94612	dkalb@oaklandca.gov	510-238-7001	http://www2.oaklandnet.com/Government/o/CityCouncil/o/District1/index.htm
	Mayor's Office, Jose Corona	Director of Equity and Strategic Partnerships	<u>1 Frank H Ogawa Plz, Oakland, CA 94612</u>	jcorona@oaklandca.gov	(510) 238-3141	https://www.oaklandca.gov/teams/mayors-team;www.Oaklandca.gov
School Board						
	Board Director, Jody London	D1 Director		jody.london@ousd.org	(510) 879-2161	https://www.ousd.org/Page/457
Merchant/ Neighborhood Associations						
	Claremont Canyon Conservancy	Tim Wallace		info@claremontcanyon.org	510-843-2226	http://www.claremontcanyon.org
	DMV Neighbors Association	Leonora Sea		leonorasea@yahoo.com	415-509-1486	
	Driver Park Community Listserve	The Listserve is for neighbors of Driver Park at Stanford and Adeline Streets in North Oakland; need member to post		driver-park@googlegroups.com		
	East Lorin Neighborhood Association	Jeffery G. Jenson		Jeffreygiensen@yahoo.com		
	Fairview Park Neighbors Association	Anna Barnard or Marian Hopping		abarnard@samuelmerritt.edu	510-658-0305	
	Friends of Temescal Creek	Bruce Douglas		FoTemescal@sbcglobal.net	510-434-3840	https://groups.yahoo.com/neo/groups/FRIENDSOFTEMESCALCREEK/info
	Gilbert-Mather Park	Aidan Wylde		aidanwylde@lycos.com		
	Golden Gate Community Association	Angela Gennino		angela@goldengateca.org		https://www.goldengateca.org/

	Greater Mosswood Neighborhood Association	Jennifer Rose		jennifervrose@gmail.com		Yahoo Group: https://groups.yahoo.com/neo/groups/greatermosswood/info ; Nextdoor: https://mosswoodoakland.nextdoor.com/
	Rockridge Community Planning Council (RCPC)	Stuart Flashman		info@rockridge.org	(510) 869-4200	www.rockridge.org
	Rockridge District Association	Sara Wilson, President; Chris Jackson - Operations Manager / Security & Streetscape	5940 College Ave #A, Oakland, CA 94618	chris@rockridgedistrict.com	(510) 604-3125	http://www.rockridgedistrict.com/
	Longfellow Community Association	Eric Davila		longfellowcommunityassociation@gmail.com		https://www.facebook.com/LongfellowCommunityAssociation
	Lower Rockridge Parents Group			lowerrockridgeparents@yahoo.com		https://groups.yahoo.com/neo/groups/lowerrockridgeparents/info
	North Hills Community Association	Gordon Piper		Email: board@northhillscommunity.org		http://www.northhillscommunity.org
	Piedmont Avenue Neighborhood Improvement League (PANIL)	contact@panil.org			510- 655-1723	www.panil.org
	Piedmont Avenue Merchants Association (PAMA)		P.O. Box 75, Oakland, CA 94611		510-228-3207	www.piedmontavenumerchants.org/
	Santa Fe Community Association & Neighbors (Santa Fe CAN)	Katherine Harris		https://www.facebook.com/SantaFeCommunityAssociationandNeighbors/		http://santafecan.org
	Sibley Park Area Neighborhood Association (SPANNA)	Jim Masters		http://groups.yahoo.com/group/sibley	510-339-3801	

	Temescal Families			temescalfamilies@yahoo.com		
	Temescal Telegraph Business Improvement District	Shifra de Benedictis-Kessner, Executive Director	4430 Telegraph Avenue # 49, Oakland, CA 94609	info@temescaldistrict.org	(510) 860-7327	www.temescaldistrict.org
	Upper Rockridge Community Association			info@urna-oak.org		http://urna-oak.org/
	Vicente Canyon Neighborhood Association	Jeffery G. Jenson		vcna@mac.com ; Jeffreygjensen@yahoo.com		http://www.neighborhoodlink.com/Vicente_Canyon
Organizations/Other						
	Frances Albrier Community Center	Tabatha Schoonover - Recreation Coordinator	2800 Park Street, Berkeley, CA 94702	tschoonover@cityofberkeley.info	(510) 981-6640 Tabitha: (510) 981-6641	https://www.cityofberkeley.info/ContentDisplay.aspx?id=5676
	Telegraph Community Center	Chris Watson Director	5316 Telegraph Ave, Oakland, CA 94609	telegraphcenter@gmail.com cwatson@csbc.com	510.658.4457	http://www.telegraphcenter.com/
	Friends of Golden Gate Library	Josephine Lee			510-597-5023	http://oaklandlibrary.org/locations/golden-gate-branch
	NOVA- North Oakland Voter's Alliance			http://groups.yahoo.com/group/NorthOaklandVotersAlliance/		
	North Oakland Senior Center		5714 Martin Luther King Jr Way, Oakland, CA 94609	mnorton@oaklandnet.com < mnorton@oaklandnet.com >	(510) 597-5085	https://www.oaklandca.gov/topics/north-oakland-senior-center
	Fannie Wall Head Start Center		647 55th St, Oakland, CA 94609		510-238-3165	https://www.headstartprogram.us/
Faith Organizations						
	City of Refuge UCC	Bishop Flunder	8400 Enterprise Way, Oakland, CA 94621	info@cityofrefugeucc.org	(510) 633-6316	http://www.cityofrefugeucc.org/
	New Faith Chapel Cogic		2111 Seminary Ave, Oakland, CA 94621		(510) 638-6035	
	Word of Faith Church		1655 54th Ave, Oakland, CA 94601			
	Brookins AME Church		2201 73rd Ave, Oakland, CA 94605		(510) 568-8954	
	Kingdom Hall of Jehovah's Witnesses		5915 Racine St, Oakland, CA 94609		(510) 653-7779	

	JCC East Bay Oakland Branch		5811 Racine St, Oakland, CA 94609	info@jceastbay.org	(510) 595-9222	jceastbay.org
	Memorial Tabernacle Church		5801 Racine St, Oakland, CA 94609		510-652-4915	

DISTRICT 4 COMMUNITY OUTREACH LIST

Category	Organization/Stakeholder	Contact/Title	Address	Email	Phone	Website
City Council/ Mayor's						
	City Council Member, Sheng Thao		1 Frank H Ogawa Plaza, 2nd Floor, Oakland, CA 94612	district4@oaklandca.gov	510-238-7004	https://www.oaklandca.gov/officials/sheng-thao
	Mayor's Office, Jose Corona	Director of Equity and Strategic Partnerships	1 Frank H Ogawa Plz, Oakland, CA 94612	jcorona@oaklandca.gov	(510) 238-3141	https://www.oaklandca.gov/teams/mayors-team;
School Board						
	Board Director, Dr. Gary Yee	D4 Director		gary.yee@ousd.org	(510) 879-2164	https://www.ousd.org/Page/181
Faith Organizations						
	Fisher Memorial Church	Pastor Alfred M Fisher	4560 MacArthur Blvd, Oakland, CA 94619	-	(510) 531-8235	
	Emmanuel Evangelical Church of Oakland	Pastor Temesegen Berehanu	4677 Tompkins Ave, Oakland, CA 94619	emmanueloakland@gmail.com	(510) 712-0138	https://www.emmanuelch.org/
	St Lawrence O'Toole Catholic church	Bishop Michael Barber, SJ - Parochial Administrator or Vanessa - Biz Admin	3725 High Street, 94619	FrMurraydivinemercy	510-530-0761 ext. 106	https://www.divinemercyoak.org/
	First Covenant Church Oakland	Pastor Marco Ambriz Lead Pastor, Danny Fitelson Children & Families Pastor, Shelley Holst	4000 Redwood Rd, Oakland, CA 94619	marco_ambriz@oaklandfcc.org , danny.fitelson@oaklandfcc.org ,	(510) 531-5244	https://www.oaklandfcc.org/
	Cornerstone Missionary Baptist Church	Rev. Dr. Lester L. Cannon, Pastor	3535 38th Ave, Oakland, CA 94619		510.530.9166	http://www.cstonembc.org/
	Laurel United Methodist Church	SIOSIFA HINGANO	3525 Kansas St Oakland, CA 94619	mkoloto@aol.com	(510) 531-7613	http://www.umc.org/find-a-church/church/76970
	Medhane Alem Ethiopian Orthodox	Abuna Melkisedek, Head of Church	4100 Mountain Blvd Oakland Ca, 94619	medhanealem@msmedhanealem.org	(510) 336- 1168	http://msmedhanealem.org/index.html
	Bayview Fellowship Church of Nazarene	RINGO PEREZ (925-285-3701) CIELO PEREZ (925-285-3700)	4500 Redwood Rd Oakland, California	r4dpere@gmail.com , maricielesbcglobal.net	(510) 531-2067	http://www.bayviewnaz.com/?fbclid=IwAR2iBZkL_R1BJ4X69SWfIWOkGO11jSGhSOAHxVmHi6gOIssl0QlwGnhoi88
	Faith American Lutheran Church	Barbara Kline, Principal	4335 Virginia Avenue Oakland, CA 94619		(510) 534-2863	
	Miracles of Faith Community Church, ELCA	Reverend Gregory L. Brown, Pastor	4335 Virginia Ave, Oakland, CA 94619	miraclesoffaithlcc@mcast.net	(510) 536-6700	http://www.miraclesoffaithlcc.org/
	Imani Community Church	Pastor: Rev. George C.L. Cummings, Ph.D.	3300 MacArthur Boulevard Oakland, CA 94602		(510) 531.5411	http://www.imanicc.org/

	Shiloh Church	Senior Pastors JAVIER AND MELINDA RAMOS, Executive Administrator Francina Smith	3295 School Street Oakland, CA 94602	f.smith@shilohchurch.com	(510) 261-2052	https://shilohchurch.com/
Merchant/						
	Laurel District Association	Daniel Swafford -Executive director	4222 MacArthur Blvd. Oakland CA 94619	laureldistrictassociation@gmail.com	(510) 452-7392	http://laureldistrictassociation.org/
Organizations/ Other						
	Sakura Daycare Early Preschool		4445 Worden Way, Oakland, CA 94619	chishiro4@sbcglobal.net	(510) 336-0299	https://www.sakuradaycare.com/
	Home of Peace of Oakland	Bruce Berry – Secretary	4700 Daisy St, Oakland, CA 94619	INFO@HOMEOFPEACE.COM	510.531.4200	https://homeofpeace.com/
	Sentry Living Solutions	Carlos D. Cienfuegos, President and Exec Director	3824 Buell St A2, Oakland, CA 94619	admin@sentrylivingsolutions.org	(510) 422-3959	https://www.sentrylivingsolutions.org/contact
	Supporting Future Growth Child	Deborah McFadden - Executive Director	5909 Camden Street, Oakland, CA 94605	Deborahm@sfgcdc.org	(510) 567-8362	http://sfgeep.org/
	Oakland Leadership Center	Wayne Clarke, Director of Mentoring	5314 Fairfax Ave, Oakland, CA 94601	INFO@OAKLANDLEADERSHIPCENTER.COM	(510) 566-2540	https://www.oaklandleadershipcenter.com/
	Daisy Child Development Center	Irfan Habib, Owner/Director	5016 Daisy Street, Oakland CA 94619		510-531-6426	http://www.daisycdc.com/
	Oakland Garden School		4012 Maybelle Ave, Oakland, CA 94619	director@oaklandgardenschool.com	(510) 531-4800	https://www.oaklandgardenschool.com/
	JC Care Center		4240 Redding St, Oakland, CA 94619		(510) 482-0108	https://jandccarecenter.weebly.com/
	Heart and Soul Communities		3770 Suter St, Oakland, CA 94619		(510) 996-4110	
	Boys and Girls Club of Oakland	Cal Stanley, President	3300 High St #1818, Oakland, CA 94619	cstanley@bgcoakland.org	(510) 444-8211	http://www.bgcoakland.org/

DISTRICT 6 COMMUNITY OUTREACH LIST						
Category	Organization/Stakeholder	Contact/Title	Address	Email	Phone	Website
City Council/ Mayor's Office						
	City Council Member, Loren Taylor		1 Frank H Ogawa Plaza, 2nd FloorOakland, CA 94612	ltaylor@oaklandca.gov;District6@oaklandca.gov	(510) 615-5726	https://www.oaklandca.gov/officials/loren-taylor ; http://www2.oaklandnet.com/government/o/CityCouncil/o/District6/District6/ng/index.htm
	City Council Member Office, Victor Flores	Victor Flores		vflores@oaklandca.gov	(510)-238-7977	
	Mayor's Office, Jose Corona	Director of Equity and Strategic Partnerships	1 Frank H Ogawa Plz., Oakland, CA 94612	jcorona@oaklandca.gov	(510) 238-3141	https://www.oaklandca.gov/teams/mayors-team ; www.Oaklandca.gov
School Board						
	Board Director,Shanthy Gonzales			shanthy.gonzales@ousd.org	510-879-2166; 510-879-8199 x36	https://www.ousd.org/Page/454
Merchant/ Neighborhood Associations						
	OCCUR	Sondra Alexander, Executive Director	360 14thStreet, Suite 100, Oakland, CA 94612	occur@sbcglobal.net	(510) 839-2440	www.occurnow.org/district-6-merchants.html
	Eastmont Town Center (Mall)		7200 Bancroft Ave., Oakland, CA 94605		(510) 635-2966	
	Monte Vista Villas HOA	Jerry Kaminski - Vice President Nitin (John) Abraham - Secretary On-site Manager Ursula Morales	6261 Leona Dr., Oakland, CA 94605	montevistaoakland@yahoo.com	(510) 638-9690	
	Hillcrest Estates Improvement Association	Mimi Chan,President	The Firehouse 13152 Skyline Blvd., Oakland CA 94619	board@hillcrestestates.org		https://www.hillcrestestates.org/site_home.cfm ; http://www2.oaklandnet.com/government/o/CityCouncil/o/District6/District6/ng/index.htm
	Sequoyah HOA	Joycie Mack, President	P.O. Box 18586 Oakland, CA 94619-8586	communications@sequoyahhome.org;GeneralInquiries:info@willismg.com president@sequoyahhome.org		http://www.sequoyahhome.org/
	Picardy Drive Neighborhood Association	Dennis Rowecliffe, President		picardyboard@yahoo.com		https://sites.google.com/site/picardydr/home
Organizations/Other						
	Our Family Circle Foundation	Contact Person: Linda Hambrick Jones	6038 Brann St., Oakland, CA 94605	info@allen-temple.org		http://ourfamilycirclefoundation.org
	Faith in Action (Formerly OCO)					
	East Oakland Senior Center	Patricia Toscano - Assistant	9255 Edes Ave., Oakland, CA 94603	ptoscano@oaklandnet.com	510-615-5731	https://www.oaklandca.gov/topics/east-oakland-senior-center

	Palo Vista Senior Center	Selena Wilson - Vice President	1100 64th Ave., Oakland, CA 94621	selena@eoydc.org	510-562-7538;	www.oakha.org ; http://www.oakha.org/Residents/Pages/Palo-Vista-Gardens.aspx
	East Oakland Youth Development Center	Regina Jackson, President and CEO	8200 International Blvd, Oakland, CA 94621	regina@eoydc.org ; infoplease	510.569.8088	http://eoydc.org/mission_vision
	Youth UpRising	Sharon Brown, Chief Operating Officer Elisa Johnson - Manager	8711 MacArthur Blvd, Oakland, CA 94605	info@youthuprising.org ejohnson@youthuprising.org	510.777-9909	https://www.youthuprising.org
	BHCS Oakland Community Support Center	Theresa Razzano – Vocational Program Director Marguerite White- Manager, Children’s Services Linda Hunt – Children Services	7200 Bancroft Ave, Suite 125A, Oakland, CA 94605	Theresa.Razzano@acgov.org; linda.hunt@acgov.org; marguerite.wilhite@acgov.org	(510) 777-4240; (510) 383-5063	http://www.acbhcs.org/contact-bhcs/
	Oakland Public Library: Eastmont Branch	Susan Martinez, Head Librarian	7200 Bancroft Ave., #211, Oakland, CA 94605	smartinez@oaklandlibrary.org	(510) 615-5726	
	Arroyo Viejo Recreation Center		7701 Krause Avenue, Oakland, CA, 94605	mcorral@oaklandnet.com parksandrec@oaklandnet.com	(510) 615-5755; (510) 238-7275	https://www.oaklandca.gov/topics/arroyo-viejo-recreation-center
	Seneca Family of Agencies	Ken Berrick, CEO Katherine West, COO	8750 Mountain Blvd, Oakland, CA 94605	johanna_widger@senecacenter.org	(510) 777-5300; (510) 654-4004	http://www.senecafoa.org/
	Leadership Public Schools Inc	Dr. Patricia Saddler, CEO	8350 Hillside St, Oakland, CA 94605	info@leadps.org	(510) 633-0750; (510) 830-3780	Leadps.org
	David E. Glover Education and Technology Center	Olivia Cueva, Jorge Flores	6948 Foothill Blvd., Oakland, CA 94605	info@degetc.org jorge@degetc.org	(510) 382-0555	Degetc.org
	Healthy Havenscourt Collaborative/EBALDC	Joshua Simon, Executive Director	1825 San Pablo Ave., Suite 200, Oakland CA 94612	communications@ebaldc.org	510.287.5353	https://ebaldc.org/
	Oakland Housing Authority	Kim Shipp, Family Liaison	935 Union Street, Oakland, CA 94607	kshipp@oaklha.org	510-587-5176	
	Oakland Housing Authority	Lenita Wheeler, Director of Family & Community Partnerships	1325 65th Avenue, Oakland, CA 94610	lwheeler@oakha.org	(510)5875115	http://www.oakha.org/OHADepartments/Family-and-Community-Partnerships/Pages/default.aspx
	Oakland Head Start - Arroyo Viejo		7701 Krause Avenue, Oakland, CA 94605		510-615-5757	headstartprogram.us
	East Oakland Collective		P.O. Box 5382 Oakland, CA 94605	info@eastoaklandcollective.com	510-990-0775	www.eastoaklandcollective.com
	Acta Non Verba		1001 83rd Ave., Mailbox #1 Oakland, CA 94621	info@anvfarm.org	510-878-7235	www.eastoaklandcollective.com
	Tassafaronga Recreation Center		250 Frank H. Ojgawa Plaza, Oakland, CA 94612	tassa.opr@gmail.com	510-615-5764	https://www.oaklandca.gov/topics/tassafaronga-recreation-center
		Building Opportunities for Self-Sufficiency (BOSS)	1918 University Ave., Suite 2A, Berkeley, CA 94704	info@self-sufficiency.org	510-649-1930	https://self-sufficiency.org/

Faith Organizations						
	Good Hope Missionary Baptist	Pastor Joe Smith, Rev K Dearman, Rev Joe Washington	5717 Foothill Blvd Oakland, California 94605	ghmbc57@comcast.net	(510) 569-7814. (510) 568-4384	https://www.facebook.com/pages/Good-Hope-Missionary-Baptist-Church/111671088868518
	Redemption Haven	Pastor Ebi Thourn Executive Pastor	6643 Bancroft Avenue, Oakland CA 94605	pastor@rccgoakland.org	(510) 562-9200	https://rccgreedemption.org/
	New Covenant Tabernacle Church	Pastor Alvin Sims and Pastor Carolyn Sims	6677 Foothill Blvd, Oakland, CA 94605	nctc0407@yahoo.com	(510) 562-9200; (916) 681-0753	https://www.aliveatnctc.org/
	Acts Full Gospel Church	Bishop Bob Jackson	1034 66th Ave, Oakland, CA 94621	info@actsfullgospel.org	(510)567-1300	https://www.actsfullgospel.org/home
	Allen Temple	Senior Pastor Dr. Jacqueline A. Thompson	8501 International Boulevard Oakland, California 94621	info@allen-temple.org	(510) 544-8910	https://www.allen-temple.org/
	Oakland Community Organizations	Rev. Michael Wallace, Mt. Zion Missionary Baptist Church, Co-Chair Pastor Jim Hopkins, Lakeshore Baptist Church, Co-Chair Lillian Lopez, St. Elizabeth Catholic Church Treasurer Mandy Bratt, Kehilla Community Synagogue, Asst. Treasurer Dr. Ida Oberman, Community School for Creative Education, Co-Secretary Anes Lewis-Partridge, New Revelation Community Church, Co-Secretary Pastor Matt Prinz, Clergy Caucus, Membership Carlos Castro, Fremont High School, Public Relations	5001 Foothill Blvd Oakland, CA 94601-5329	info@oaklandcommunity.org	510.436.9039	https://www.oaklandcommunity.org/
	Mt. Calvary Missionary Baptist Church	Pastor Harry Fort	1440 23rd Ave, East Oakland, CA 94606	to.robinjackson@gmail.com	(415) 577-0154	https://www.mountcalvaryoak.org/
	Tower of Faith	Pastor Roosevelt Taylor	2711 Havencourt Blvd, Oakland, CA 94605	toweroffaithministry.com@gmail.com	(510) 777-0500	https://www.facebook.com/Tower-of-Faith-Ministry-124437354369165/

	Canaan Christian Covenant Missionary Baptist Church	Pastor Richard E. Herbert	5782 Foothill Blvd., Oakland, CA 94605	info@ccc-mbc.org	(510) 636-1881	https://www.ccc-mbc.org/
	St. Bernard Church	Bishop Barber	1620 62nd Ave. Oakland, CA 94621	st.bernard.church@sbcglobal.net; bishop@oakdiocese.org	(510) 632-3013	https://www.oakdiocese.org/diocese/parish-directory/st.-bernard-church

091919 Community Input on Edward Shands Property

Why does this property matter to you?

What concerns do you have?

What ideas do you have about potential future uses?

Community Serving Uses

- It is owned by the people, is a catalyst site, should be deployed with best interest of the community in mind
 - Should benefit our community
 - East Oak Cultural Zone Collaborative - want to use/see property used to support retail, educational, arts + cultural uses
 - Viable OUSD educational resource
 - Speaking for homeless women, families - resources for helping women get off the streets
 - Location-Have funding for worst building - Kaiser grant/salesforce
 - Xandra-Important in community, vacant, happy to see something- because its in community- remembers adult school- people getting resources
 - Ayana Moody - community member - How can vacant building be used for community use, for public good?
 - Keep site where it is and something productive there/ con is the cost to repair we already have other sites w/ vacant spaces
 - Public land/public use is important
 - How will it remain public?
 - Its expensive, but keep the facility for public use- beautiful property still belongs to the people
 - Live in the shadow of it- what exists there now + will exist there will directly impact me
 - Native to Oakland- if not public, what will happen if a corporation uses it fear of dumping- financial literacy for unhoused
 - Who this land gets passed to matters for all future generations
 - Need understanding what the community needs → unity council
 - In community, lost many resources- want to bring something back
 - The current state of the property does not benefit the community
 - Can we incentivize someone to put their own money into property in a way that benefits community with a long term lease?
 - Partnering with tech companies who do not have input or qualified local communities to provide opportunities for employment opportunities and workforce development
 - We want something that is not a drain on the local community
 - Retail incubation, culinary incubation, co-working spaces, different types, co-mingling (garment, tech)-- is the space big enough-- some of this is already in Eastmont Mall
 - Adult Ed as trades etc. w/ community partners → relationship w/ partners for funding
- E.g. East Oakland Collective
- Incubator/cultural hubs/fab labs
 - Upper/ lower uses
 - Mandela grocery is looking for an east oak location
 - Administrative offices
 - Innovation center w/ tech. company partnership
 - Childcare center, if needed
 - Flex office space

- Community center → could go in mixed use development
- Faith based org.
- Like youth uprising w/ wrap around services like Eastmont Town ctr.
- Non Profit incubator
- Re-entry programs
- Tech School-Bring in Silicon valley companies (coding classes)
- Need a larger plan for District 6- who is accountable for the whole community? Not just OUSD
- Resource for addressing violence in the community (how to turn it around and create plans to address it)
- Land trust- public/private partnership
- Community serving use (services, support, something that builds up East Oakland residents)
- Early intervention/ Headstart
- Move the Eastmont Library out of Eastmont Mall to this location to make it more visible
- Mixed use space that serves adults-has some adult ed programming
- Mix use-collaborate w/ comm. orgs for leases

Housing

- Need for housing - can this property be converted for housing? People living in cars
- Adult school was nice, now a dump. Need a site for training, education- maybe connect w/ silicon valley+jobs
- Developer purchased Ace Hardware lot, then nothing happened
- Oscar- Feels demoralized after seeing building-resource for community- transitional housing- this resource not being used for housing homeless
- Joe Clark → Bishop Bob- Property to develop into affordable housing- potential resource
- Paul Bird- having facilities based around transformation seeing the need- open facilities- could offer enrichment- means to facilitate community change vacant buildings
- Use for low income housing, not expensive housing (no private developers to flip the property)
- Limited lure for developers as is
- Hate to see if fall into market rate development
- Not go to normal developers
- Concerned it will get stuck in planning and nothing will happen to it
- Hate to see it go market rate
- Concern about developers use- concerned that the former ACE hardware building will be used for a charter school and housing with an out of state developer
- We don't want it to go to a developer who wants to profit and doesn't care about the local community
- A developer has no interest in what the community needs
- Need for unhoused, people coming out of prison
- Community hub- mixed use for education, retail, maybe housing (workforce housing for workers, teachers, fire fighters, etc)
- No teacher wants OUSD to be their landlord
- Multiple uses
- Need new construction → current property not ADA
- Mixed use affordable housing
- Affordable housing for city employees
- Multi-use community center (housing, garden, etc)

- Housing for displaced OUSD families
- Affordable housing
- Long-term transitional housing for woman and kids
- Family/transitional housing deeply affordable
- Something that facilitates housing, skill building, transitional housing, changes in the community
- Affordable housing/ community shopping market, day care literacy

Reflections on the Significance of the Site and Adult Ed

- Edward Shands was a prominent principal at the site
- Edward Shands was a prominent AA who would take kids on trips - AA lives
- Some of my classmates that were most vulnerable, dropped out, teen mom, substance abuse went to Ed. Shands
- Historical significance to community availability of Adult Ed resources for East Oakland residents
- Former use was adult ed- keep the lot for adult ed. Offended by neglecting the building
- Need for adult ed in Oakland, especially in a location without access to transportation to other education sites
- Centralized Adult Ed center- Does Oakland need one?

Concerns Over Leaving it Vacant

- It's a liability now
- Don't keep it vacant
- Important to develop into something
- I live in the neighborhood → Should be beautiful + meaningful
- Should increase the value of our property-Community has suffered enough ↓ in property value
- Tear down (no upgrades possible-too much money?)
- Cliff Hong - Issues with leaving building vacant
- Currently drain on district
- Concerned that it will remain vacant
- Need to generate cash for OUSD (can we do that with this site?)

Other Concerns

- The asset belongs to the people.Proceeds of sale will not be returned to the people. Its public land
- The highest bidder will contribute to gentrification
- Stipulation that the money goes back to public district schools and students
- Recommendations of the community and committee are non-binding (will the board listen?)
- The concern is the money coming in must benefit the community
- Concern about leaving the property in poor condition
- Would it be turned into a parking lot for the new use of the former ACE Hardware property to be sold? We don't want it to be a parking lot
- Maybe we will need it for k12 later?
- Concern about selling it (that would only be a 1X benefit)
- Displacement of community members
- Lack of funding to do anything with the property
- Property is not a political play for something

- Concern that it won't actually serve the community
- Concern that it won't actually enrich the community it will be more of a token gesture
- Concerned that it won't be a value to those who live in the neighborhood
- we need to ensure the use matches the need of the community
- Concerned the board and staff won't listen to the committee's recommendations
- Concerned about gentrification- someone coming in wanting a high rise and not providing parking
- Concern about anything that pushes out current community
- Don't bring in anything that doesn't help the local community - no outside privatizers
- What if it is later needed for OUSD kids (we shouldn't sell it for that reason)
- concern that an out of state developer would get it
- If OUSD sells it we will not be able to afford getting it back
- If the money goes to someone without a track record of success of managing money

Why does this property matter to you? And What concerns do you have?

What ideas do you have for potential future use?

Community Use / Library

- Neighbor: Children use library
- Can be good for community use
- It looks like it can still be used for kids
- Library, CDD
- Cultural center
- library/ multi-use
- Should serve kids/community
- Piedmont library is dynamic + a whole center deserving of a space- serves children + seniors
- Site is an important part of neighborhood + needs to be used to serve the community
- Opportunity to create a real library
- Want a better library
- There aren't enough classrooms @ elementary
- The community needs to bring impact to the process
- This space belongs to the community
- We want this school to thrive
- Current library is cramped
- Once space is used for non-educational use, it won't come back
- Parking lot for teachers
- Library and CDC
- Multi purpose space for ES
 - ES has no kitchen
 - Annex kitchen/auditorium
 - AFter school program
- It's a perfectly good building, good for kids
- Library needs permanent location
- Should remain public benefit
- Early childhood is very important
- Is there potential transitional use now
- ES uses library but it's very small
- K enrollment down after CDC closure
 - closure and/or OUSD trend
 - potentially needed for K-12 use
- Should be used for education
- There should be community meeting space/center
- Want it to be a library
- Loss of library would be huge
- Makerspace
- Space that encourages motion
- Dogspace

- 9 people at same table support library use with extended hours + computer lab
- Can it be split for 2 uses one for library, the library can offer programs for school age children, tutors, reading partners
- The friends of piedmont library can crown fund to establish a library
- Can a property swap happen
- We currently have an inadequate library
- Anything is better than leaving it vacant- community use
- Friends of the library have reached out to jody london + D Kalb about library need
- We need a YMCA or community center here in area, yoga studio, seminar space to generate funds
- Community use
- Full service library with entrance and community programming
- Piedmont Ave. Library is a very dynamic community building and support organization, with many programs, classes, talks, etc. that promote community health and interaction; we can innovate in anyway
- A full service library with community meeting room space and possible after hour spaces so community can use aspects of library outside of regular library business hours
- Keeping space as a community asset is key; a library could partner with OUSD for support programs, tutoring, kids zone; we have a community of mixed ages and abilities- this should be a space accessible to all of these
- Library; use divided sections; seminar room like adult ed, marriage counselling session seminar, for neighborhood or community; charge \$5-10 for each session; community center
- Thank you very much for the opportunity to participate; I live across from site and hate to see it vacant/in limbo; my preference is for library to rent/use it jointly with school (PAES); I just don't want it decaying and empty
- Library first and foremost; community gardens; community rooms available at low cost rental - concerts, movies, book readings, a place to stop and have a cup of coffee, chat, social hours; makerspace; men/women sheds to craft and reduce loneliness; place to play games
- CDC and library - will benefit the school by getting more neighborhood families to stay and attend PAES
- Needs to remain a community serving property used as a multipurpose center because of large spaces and kitchens; our library is a prime example of what is needed for educational purposes
- Permanente home for library to serve children from Preschool, early childhood and preparation for reading; library serves more children than CDC
- School and Public Library cooperative program; time for city agencies to work together for mutual interests and benefits of all Oakland residents

Concerns

- Traffic/parking if new construction
- In disrepair → should be used for something
- Investment necessary to reopen
- Where will the money come from?
→ initial investment + maintenance

- Traffic concerns
- This property is part of a city wide system of issues
- If this property is declared surplus, it is likely that OUSD will end up selling it
- CDC closure was loss of pipeline for ES
- Concern building won't go to public use
- Don't want this sold to a developer
- Do not know how 7/11 committee works ,need more info
- Don't want a long term lease (40 years) to charter
- Would be upset if space went to charter
- Include some parking for whatever goes there
- Need a safe secure site; current site has safety issues for area residents due to lack of lighting
- Loss of available land for education; loss of library on school site will be substantial loss to students of PAES; they rely on it heavily as the funding has not been available to staff the school library
- Whatever happens the District needs to do a much better job of staying on top of weeds and litter, especially in Spring; looks terrible
- Do not sell; no charters to compete with Piedmont Ave School
- Surplus and non-governmental use; Recommend uses if goes to highest bidder process

Former Tilden CSC Community Input Summary

Why does this property matter to you, and what concerns do you have?
What ideas do you have for potential future uses?

Community Input

Community Uses:

- Green , active space - basketball, tennis place for kids to go off the street
- Public art space (open air art gallery) - bring young people + youth out
- Place to connect with neighbor kids - there are more kids in the new apartments
- More trees + grocery to help with noise pollution
- Playground
- Place for 2 or 3 things - multi-use eg. women's building in sf
- Food court in portables with games for kids in the center
- Tutoring, dance + dance + music, rec center - for the kids including after school
- Make it a really nice building
- A place for kids
- Early childhood education - close to new housing
- Kids in community reel back the fence and play in there
- Kids shouldn't have to play in those conditions
- Some sort of early childhood education
- OUSD property used in best possible way
- Because the space known as Tilden could be used as a new computer lab/ homework tutoring space for kids. Also some kind of place for extra activities, such as Dance Class, etc. - kids can't always afford music + dance classes
- LCAP Engagement Program Manager - Tilden info sheet says site closed in 2010 due to potential enrollment + poor facilities. Reason given was % of SPED consider for Young Adult Program + agencies that partner with it. Good location + site
- Used to grow up with kids (deaf or disabled) who went to school here
- Public park + play area
- Parents always ask will it be a children center for my kids
- Stay in public sector, this is public - due reference in Piedmont
- Teen Center - Senior Center
- Young adult program + associated services - move out of cole
- Low income invest fund here to listen - childcare slots are critical
- Direct neighbor with children - It's taking space that could be used for kids activity

Housing:

- Discussion of workforce housing
- Community, City and development partner
- Low cost affordable housing/ combined with green space
- Unhoused shelter (toilets + electricity)
- Affordable housing with a playground - with community space for art {multi-use at the bottom}
- Percentage of affordable housing - lease the land long term
- Potential affordable housing with kid friendly spaces

- Affordable housing - OUSD + teacher
- Teacher housing
- Possible uses for transitional housing/ if that doesn't happen will it displace the homeless - If a new use is formed will homeless still inhabit there
- Went to school in deep East Oakland while at Mills, Research for Gary Yee, looks dangerous- want it for community use. May be good neighborhood for educator housing
- Low income properties embed children center into housing
- Housing
- Born + raised in Oakland, school board member for this area, grew up in Oakland schools, took big interest during Mills College Partnership. Don't need it as a school. No fields for play. Vacant piece is dilapidated, dangerous. Affordable housing nearby, could we have some develop for affordable housing
- It looked like homeless live there - let them live there/ shelter

Concerns

- Don't leave as it is
- How much say will OUSD in ensuring a bid aligns with community input
- Bothered by disuse
- Want other communities
- No high priced residence
- No retail
- Discuss CDC history, need
- Make sure the people in attendance area are informed and concerned they won't get voices heard
- History: worked at the school in the past
- The property is in bad space, getting worse - when it rained it got challenging because its on a slope
- We live directly across the street we see it everyday - neighborhood kids gather there. It has become unsafe (e.g. needles) huge tree that might fall - concerned about safety
- Why has it been vacant so long, why are other sites taking kids that could be served here
- If OUSD school comes back to the larger site could be used for an expanded school
- Went to this school as a child before the lower part was built
- Neighbors just bought a house, try to get involved in community, hate to see it vacant - nothing happens
- Skittish about sale. Public land. Leasable?
- Neglect unoccupied
- Had a few fires
- Theft
- Cost money
- People cut chains to get on grounds
- Has been a mystery
- Why losing early childhood centers - going in wrong direction
- Families commute here - it affects them

- Need more outreach to neighbors - hotels get wanderers
- More interested in general in 7-11
- Hate seeing it empty

Why does this property matter to you, and what concerns do you have about its potential future use? (What is your relationship to this property?)

- Neighbor, community member. Make sure it is of value to the community.
- Grew up in the neighborhood. EOE Committee County. Original use.
- Here to listen. Like to see buildings in Oakland used for the community.
- What does the community say? Does anyone know the perspectives of the school (that shares the campus with the vacant property)?
- ECE Leader for OUSD — gives history of this vacant property. It has been vacant since 2014 (2015?), not 2010 as on the information sheet. The CDC moved to Arroyo Viejo new facility. It did not close because of underenrollment, but moved to a brand new, larger space just on the other side of Arroyo Viejo Park. There is a need in this area for center-based infant-toddler programs, based on waiting lists.
- Unity Council — operates infant-toddler programs, would like to see facility used for young children.
- Black Cultural Zone Collaborative - has been seeing real growth in home schooling, and see a need for after school programs and other supports for students who are in home schooling.
- Veronica — answered question about the definition of the 7-11 committee
- Personal connection, live around the corner. Walk by the abandoned property every day, it is not safe, it attracts trash dumping, burned vehicles, etc. A used building (frequently and day and night activities) does not facilitate this kind of unsafe condition. Want a safer place that benefits the neighborhood. Neighborhood group forming to foster a sense of caring. Could use this facility for community gatherings.
- Building in relatively good repair, based on inspections.
- Neighbor and adult educator who is teaching outside of Oakland after Adult Ed (at Shands) shut down. Would love to teach in the neighborhood. This location could be good for Adult Ed — ESL and career technical and technology classes, etc.
- Nosey neighbor — just wants the community to be better, more improved community.

Concerns:

- Potential retail/commercial displacement of community and driving up prices. No market rate housing. No displacement. Small business is OK, but no more trashy retail.
- With new early childhood education funding, will we need more space in this part of the city? ECE leader sees need for infant/toddler programs that groups like Unity Council do well, and that OUSD does not directly run. Also, if Arroyo Viejo was never built, OUSD would still be using the Webster CDC for preschool programs.
- ECE Leader suggests that the property could still be used for children via infant/toddler. The next closest such program is at Foothill Square, 106th Ave. Need slots for youngest children. OUSD funds outside groups like Unity Council to operate the infant/toddler programs.
- Why did this property sit vacant for five years?

What ideas do you have for the potential future use of this property?

- Infant/toddler and Early Childhood Education in daytime, Adult Ed in the evening
- Have the space used most of the time, into the evening. A place where community meetings can happen.
- Used well, used often
- Hub for a Home Schooling Center and Supports/Resources. Hickman Charter School does something like this. Seeing a growth in African American community pulling their children out of school and doing home schooling, with good results. But families are doing this on their own, and could use a home schooling center in the community.
- Childcare center with early drop-off and late pick-up for working parents, parents on different work shifts
- Gathering place, could hold parenting classes, parent supports
- Could have parents drop off children at the school (PRIDE) and go straight to a daytime Adult class, right on the same campus.
- Satellite enrollment center for the East where so many families live.
- Daily use — infant/toddler full day, subsidized

Why is this property important to you and what concerns do you have?

- Premature to surplus property
- Area is historically family oriented - don't want to lose that
- Consolidation of schools - needing more space
- Would like site to be more welcoming (better when activated)
- Concern of use of property - use of community overall
- Concern site is currently a nuisance - people squatting
- Site will serve community best in use
- Concern about process
- Important: neighbors, parents
- Live across the street, matters because its part of the community
- Want to be used for educational purposes and not sold
- Future parent at new school, keep public lands public, even if not for education leased for community use - keep public
- Volunteer at site for long time - opportunity to do something right for the families here
- Concern about no long term thinking - concern that nothing will happen
- All properties matter
- Property matters - like principals idea to bring more kids
- Concerns district doesn't have kids at heart
- Public land should stay public
- Ridiculous to consider selling this land
- Piedmont ave member interested in the process
- Concern there is no long term thinking by the district
- All properties + communities matter
- Be smart about valuable property
- Young children - see something happen for kids
- Very concerned transition in community - vested interest
- Education continues for young people
- Neighbor - more interested in public schools best education
- Neighbor - want ousd more successful concerned about district infrastructure - what's best for community students
- Student outcomes critical - principal said it best
- Neighbor - curious about what happens, sad empty
- educator /Neighbor - connection to TAP- the space previous use very concerned
- Neighbor - "kinda sad" unused
- This would make corner great
- ECE program funding possible
- Want to hear from community on uses
- Concerned best for students, don't understand why closed
- Just moved to the area. Like the idea of kinder place
- Here to listen as committee
- Committee + neighbor at Sante Fe
- Committee + teacher of tk
- Parent - tk, interest in
- Sankofa parent - grade 1 - curious to see building. Love the idea of K. Concern - if surplus, not want a charter next door room to grow
- School board - cdc always gated/closed, need to use as part of community
- Sdc teacher at sankofa since 2010 - always curious regarding site. Not lease or sell to

- charter + lose opportunity to grow at Sankofa
- Pk teacher at sankofa, used to work at cdc. Would hate to see charter. Assest to keep it
 - Went to cdc - love to see go back to younger grades. Grew up here + played in bushrod. Concerns re: charter
 - PK director for district. Great space for early
 - Bring tk back - enrollment impact

What ideas do you have for potential future use?

- Special ed / special day class
- Kindergarten
- Special tutoring/ expression
- Reader buddies to connect to the elementary school
- Resource - reading & math, socio-emotional learning
- Additional classroom space
- Pre-k
- Don't want to stigmatize special needs students by separating them
- Educational use or community space
- Teacher housing with community use on 1st floor
- Use to support elementary school
- Move the state run cdc in the main school to the vacant property → state run pre-school
- Use as part of this campus and for the new school, need time to think about it. It should be part of the design process
- Kindergarten center
- Private pre-school lease
- Be used wisely - long term plan
- Make use as part of the school
- Make available as part of the design process
- Don't sell
- Don't lease - make it available for new school
- Don't let it sit empty
- Ed. use within district + not to long lease / private developer
- Not sold destroyed, no condos
- Use as kinder not condos
- Tk program + kinder on the site
- Teen program space - teach train/ workforce
- Community history/ library tie back bushrod to oakland
- Rich history African American community
- Soul of building - rich history asset of community advance next level
- Expand pre-school
- Tiny houses for educators
- Arts campus - music room, art room, hands-on activities that all students could use + share
- Early learning center
- Special education mixed use with k, pre k, special ed
- Used to bring younger kids together + build sense of community
- Special play equipment built for students with autism

- Adjacent rec center asset
- K + new k coming in - early child hood
- Something that is still part of school
- Library at ground level
- PK now full - with waitlist - with more space, + ability to have fee-based + subsidized families, could fill more classrooms for pk

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ECR-WSS

Public Community Input Meeting

6:00pm Thursday November 14, 2019

Sankofa Academy Cafeteria 581 61st St. Oakland, 94609
An OUSD Advisory Committee (7-11 Committee*) will meet to hear community input on the future of the former Washington (Sankofa) Child Development Center (CDC).

The former Washington (Sankofa) CDC building located adjacent to the school will be open for public viewing before the meeting from 5pm-5:45pm.

For input and questions send an email to: 711committee@ousd.org or leave a voice message to OUSD at 510-879-8200.



**Former Washington
(Sankofa) CDC
581 61st St. Oakland**

More information is available on the 7-11 Committee website: www.ousd.org/7-11committee

*The School Board has charged the 7-11 Committee with reviewing vacant sites and providing advisory recommendations on whether a site should be considered surplus. The Committee also provides recommendations on potential uses of the site.



Reunión de interés público

Jueves 14 de noviembre de 2019 a las 6:00 P.M.
en la Cafetería de la Escuela Sankofa Academy
581 61st St. Oakland 94609

Un comité asesor del OUSD (el comité 7-11*) se reunirá para escuchar las opiniones de la comunidad sobre el futuro uso del ex **Centro de Desarrollo infantil “Washington (Sankofa)”** contiguo a la Escuela Sankofa Academy.

El plantel y el edificio “Washington (Sankofa) CDC” situado en 581 61st St. estará abierto al público el 7 de noviembre de 5 p.m. a 5:45 p.m.

Puede enviar su opinión por correo electrónico: 711committee@ousd.org
O dejar un mensaje en el buzón de voz del OUSD al teléfono: (510)879-8200.



El sitio anteriormente conocido como **“Washington (Sankofa) CDC”** ubicado en 581 61st St. Oakland.

Para más información, visite el sitio web: www.ousd.org/7-11committee

*La Mesa Directiva ha otorgado al comité 7-11 la obligación de evaluar los planteles en desuso y proporcionar recomendaciones sobre futuras utilizaciones de dichos planteles.

F. Emails and Letters from Community Members

- a. Friends of the Piedmont Avenue Library, 11/20/19
- b. Library Advisory Commission, 12/11/2019
- c. Andrea Torrice, 11/14/19
- d. Arlene Feng, 11/16/2019
- e. Susan Sobeloff, 11/13/19
- f. Susan Sobeloff, 10/16/19
- g. Katherine Falk, 10/17/19
- h. Phillipa Barton, 10/8/2019 & 10/15/2019
- i. Kelsey Krausen, 10/7/2019
- j. Rob Martin, 10/14/2019
- k. Hugh Smith, 10/11/2019
- l. Arelene Feng, 10/4/2019
- m. Mark Brosamer, 10/7/2019
- n. Guy Cassegrain, 10/7/2019
- o. Measue Liotta, 10/7/2019
- p. Margaret Salop, 10/7/2019
- q. Linda P. Sanford, 9/25/2019
- r. Arlene Feng, 11/20/2019
- s. Michelle Florendo, 11/15/2019
- t. Shekinah Samaya-Thomas, 11/17/2019
- u. Arlene Feng, 11/6/2019
- v. Nancy Nadel, 9/19/2019
- w. Michael Johnson, 9/22/2019
- x. Arlene Feng, 11/18/2019
- y. Krystell Guzman Plazita Schools, Inc., 12/2/2019

Date: November 20, 2019

To: 7-11 Committee 711committee@ousd.org

From: Friends of the Piedmont Avenue Library Steering Committee
(Arleen Feng, Peg Janosch, Ronile Lahti, Tom Mysz, Joanna Smith)

Subject: Piedmont CDC building at 86 Echo Avenue – recommend joint-occupancy with Oakland Public Library, NOT a declaration as surplus.

The Friends of the Piedmont Avenue Library (Friends of PAL) urge the 7-11 Committee to determine that the former Piedmont Child Development Center is not surplus, and recommend that further educational uses be realized through a joint-occupancy agreement with the City of Oakland to use the site as a new home for the Piedmont Avenue Branch Library. Our reasons are based on the history of both the library and the CDC as outlined below.

The existing joint-use branch library is an asset that is heavily used by both elementary school students and the broader neighborhood community. Since 2012 the Piedmont Avenue Branch Library has been located on the Piedmont Avenue Elementary School (PAES) grounds at 80 Echo Ave. in a portable building leased via a joint-use agreement between OUSD and the City of Oakland. We believe that declaring the CDC as non-surplus allows for this relationship between the library and PAES to continue in a more permanent function that also better serves both the school and the community. This is because a non-surplus declaration will recognize that the CDC building does have potential educational uses as a new home for the library branch, as evidenced by the following documentation for the existing branch:

- In the OUSD Board approval for the joint-use agreement¹, the OUSD notes that Section 17527(a) of the Education Code authorizes the District to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporation, partnerships, businesses, and individuals, including during normal school hours if the school is in session."
- Additionally the agreement states that "In meetings with the general and school communities of Piedmont Avenue², it has been agreed that a public library that operates on the school 's site, and that may be used by both students and members of the public, enhances the services and facilities that might be offered by either agencies individually" and "The primary purpose of the Piedmont Avenue Library shall be to equally serve the educational and recreational reading needs of the general public, students and faculty using the facility."
- The District invested significant resources to bring the library branch to the PAES site, at a time when funding cuts precluded a staff librarian for the school. In December 2011 OUSD budgeted \$400,000 for "the renovation of the existing portable building so that it will be able to support a new library space" as well as installation of another District-owned portable building to take over the science classroom function previously served by the library portable³.

¹ Originally approved 6/13/2012 per OUSD File ID [12-1570](#), renewed 12/13/17 per OUSD File ID [17-2493](#).

² The Staff Report to Oakland City Council for the original agreement (City File [11-0518](#)) gives the history of OPL's search for a branch site after unsustainable rent increases were imposed at the previous Piedmont Avenue branch site beginning in 2009.

³ OUSD File ID [11-3046](#), approved 12/14/11.

Friends of PAL to 7-11 Committee: Piedmont CDC should be non-surplus joint library

Recently the Piedmont Avenue branch library has received 9 class visits from PAES in a sample month, as well as visits from classes at the nearby St. Leo the Great Catholic School. The library also hosts regular child-oriented events such as storytime and Baby Café, and serves people of all ages who live or work in the Piedmont Avenue area⁴.

Relocating the library branch to the CDC will improve services and secure a better library for students and for the community. At 1920 square feet, Piedmont Avenue is one of the smallest branches in the Oakland Public Library (OPL) system despite being one of the busiest as illustrated by relatively high numbers for circulation and hold pickups, with heavy usage of the children's section⁵. However there is only room for one school class to visit at a time, and community programs, computer availability and areas for reading or study are all limited by the small size of the portable building.

The future of the library portable is insecure because the joint-use lease term is limited to 5 years at a time by the Education Code⁶. In early 2017 the District considered not renewing the library's lease in order to use the portable building for a Finishing Kitchen, but then decided to construct a new Finishing Kitchen and Cafeteria closer to the existing school building. When completed the Finishing Kitchen project will significantly reduce the available play space at PAES⁷, and District staff cautioned OPL that the District might react to this new site configuration by removing the portable building now used by the library.

A "joint occupancy" agreement that establishes the library branch in the CDC building would allow for better configuration of the PAES site while retaining and enhancing the benefits to students and the community. Long-term Joint-occupancy agreements between OUSD and entities such as the City of Oakland are allowed by the Education Code for real property or buildings⁸. A similar example is the existing agreement between City and OUSD for OPL's 81st Avenue branch library, located on the Woodland Elementary School site⁹. Such an agreement for the Piedmont CDC would recognize the library's ongoing contribution to the educational goals for the school, which would be negated by designation as a surplus property.

Other types of uses are problematic for the Piedmont CDC. Community sentiment at the well-attended October 17 meeting at PAES overwhelmingly favored uses that support the library, the school or both. As noted in the Property Information Sheet for 86 Echo Avenue that OUSD provided for the Committee's 10/17/19 meeting, portions of the PAES site that are not immediately fronting on

⁴ See events listing at <http://oaklandlibrary.org/locations/piedmont-avenue-branch>

⁵ OPL staff reported that for a sample day in October 2019, 50-60% of checkouts were from the children's section.

⁶ Sections [17527-17535](#).

⁷ The size and location of the planned Finishing Kitchen are shown on page 25 of the [Facilities Projects Status Reports](#) as of January 18, 2018, in OUSD File ID [18-0075](#).

⁸ Sections [17515-17526](#).

⁹ Original agreement 1/14/2004, as amended 2007 in OUSD File ID [07-0704](#)

Friends of PAL to 7-11 Committee: Piedmont CDC should be non-surplus joint library

Piedmont Avenue are zoned RM-2 (Mixed Housing Type Residential-2); any uses beyond a few residential units will require City of Oakland Planning review¹⁰.

Additional comments: The Property Information Sheet for 86 Echo Avenue notes that the estimated \$538,532 repair costs do not reflect “the potential costs to turn this building into a DSA-approved K-12 school building.” However, the cost of renovations may trigger additional code upgrade requirements for a building that can be occupied by students during school hours. Therefore it is crucial that negotiations for a joint occupancy agreement for the Piedmont CDC recognize the need for early consultation with the Division of the State Architect (DSA) as well as time for OPL, community and District to analyze and address the timeline and cost implications of DSA review and oversight.

Also on the Property Information Sheet: “Built in 1966” is incorrect -- it should probably be 1971 or 1972. Project plans obtained from DSA¹¹ are dated September 1970 and the District advertised for construction bids that fall¹². The “Piedmont Avenue Children’s Center” was housed in 5 portable buildings at 80 Echo Avenue (near the existing library branch) from its opening in 1968 until the new building was completed¹³.

We thank the Committee for providing us with opportunities to express our interest in the Piedmont CDC and hope that your report will strongly recommend a joint occupancy library agreement as the best use for the site. The Friends of PAL plan to work with Oakland Public Library administration and staff and parents from Piedmont Avenue Elementary School to explore options for a library at the CDC site that will provide space for a wide range of uses by students and the community, like those expressed at the 7-11 Committee’s community input meeting on October 17.

Copy (email): Jamie Turbak, Oakland Director of Library Services
Dan Kalb, Oakland City Councilmember, District 1
Viola Gonzales, Oakland Library Advisory Commission Co-Chairperson

¹⁰ A Major Conditional Use Permit was required for the District to replace the pre-existing homes with what was then called the “Piedmont Avenue Children’s Center” (Oakland Planning Commission case file [CM 68-265](#), approved August 1968). A Minor Conditional Use permit (Planning Commission file [CU12-118](#), approved August 2012) was approved for the branch library use in the existing portable after OPL had worked with the school and agreed to measures addressing concerns about traffic and access along Echo Avenue, especially during drop-off and pick-up times at the school (as described in the report for City File 11-1518).

¹¹ DSA file ID 01-33335 was closed in November 1972, possibly indicating that the project was completed.

¹² Oakland Tribune 9/25 and 10/2/1970.

¹³ Montclarion 3/27/68. The District offered several of these portable buildings for sale in 1973 (Oakland Tribune 9/28/73).



LIBRARY ADVISORY COMMISSION • 125 - 14TH STREET • OAKLAND, CALIFORNIA 94612

Date: December 11, 2019
To: Members of the 7-11 Committee; Members of the Oakland Board of Education; Members of Oakland City Council's Education Partnership Committee
cc: Dr. Kyla Johnson-Trammell, Superintendent, OUSD; Jaime Turbak, Director of Library Services, City of Oakland
From: Nathaniel Dumas & Viola Gonzales, Co-Chairs, Oakland Public Library Commission
Subject: Disposition of the former Piedmont CDC building, 86 Echo Avenue; opportunity for joint occupancy of the site by OUSD and the Oakland Public Library for continuing to meet the educational needs of our students and their families.

In reference to **Agenda Item 19-2437 before** 7-11 Committee dated Thursday, November 12, 2019: On behalf of the Library Advisory Commission, we ask for your consideration twofold:

(1) that the property that served as former Piedmont Child Development Center at 86 Echo Avenue **not** be surplus as part of the current 7-11 process. **It is critically important that the OUSD Board refrains from declaring the property surplus because declaring the property surplus would allow other potential uses to get first priority under state law for acquiring the property before the City of Oakland would have any opportunity to act on behalf of its residents.**

(2) that OUSD and City of Oakland begin negotiations about the possibility of a joint-occupancy agreement to use the site as a new home for the Piedmont Avenue Branch Library. The use of the property in this manner would be of immense educational benefit to not only the students of the Piedmont Avenue Elementary School (PAES) but OUSD students in general, and the people of Oakland as a whole.

The Library Advisory Commission as an official city commission that reports and makes recommendations to the Oakland City Council on Oakland Public Library policies; provides citizen oversight of parcel taxes (Measure Q & D); and advocates on behalf of OPL programs and services wholeheartedly supports an expanded Piedmont Avenue Library at the former CDC site. Our Commission membership is drawn from across Oakland and is appointed by the Mayor and confirmed by the City Council. In crafting the strategic vision for the Oakland Public Library, we were mindful of how each branch library fits into the broader, city-wide mosaic of library services. Therefore, we see this property of immense value to the continued educational well-being of students, their families and the entire community.

Continued Unmet Demand for Educational Support

The Piedmont Avenue Branch Library located on the Piedmont Avenue Elementary School (PAES) grounds at 80 Echo Ave. in a portable building leased via a joint-use agreement between OUSD and the City of Oakland is heavily used by both elementary school students and the broader neighborhood

community. In a recent month alone, the Piedmont Avenue library received 9 class visits from PAES as well as additional visits from classes at the nearby St. Leo the Great Catholic School. The site is also within walking distance of Oakland Technical High School. The library hosts regular child-oriented events such as storytime and Baby Café, and serves as a major resource to OUSD students who live in the area and attend school elsewhere in Oakland (OPL staff reported that for a sample day in October 2019, 50-60% of checkouts were from the children's section). The library plays an important role in bridging the continued economic divide by helping not only to support literacy but also access to economic opportunity for youth and adults alike. In our county we still have more than 20% of our community without broadband access. At 1920 square feet, Piedmont Avenue is one of the smallest branches in the Oakland Public Library (OPL) system, despite experiencing a massive demand for its services (as illustrated by its disproportionately high numbers for circulation and hold pickups). At the current site, there is only room for one school class to visit at a time, and community programs, computer availability and areas for reading or study are all limited by the small size of the portable building. The CDC site would be substantially larger and would be able to address many of these challenges. In effect, we concur with Friends of PAL letter dated November 20th.

Access to a library permits our city to not only support our children's education but also help their families access jobs and/or housing. The library serves people of all ages.¹The use of the Piedmont Avenue CDC site for a library would match well with existing community views. Community sentiment at the well-attended October 17 meeting of the 7-11 committee at PAES overwhelmingly favored uses that support the library, the school or both. *This is consistent with the community at large as reflected by the favorable passage of 2018 Measure D parcel tax for libraries with 77% of the vote.* A non-surplus declaration permits the former CDC building to continue to have educational uses as a new home for the library branch. Moreover, relocating the library branch to the CDC site improves services and secures a better library for both students and for the community.

Finally, the future of the library in its portable configuration is insecure because the joint-use lease term is limited to 5 years at a time by the Education Code². In early 2017 the District considered not renewing the library's lease in order to use the portable building for a Finishing Kitchen, but then decided to construct a new Finishing Kitchen and Cafeteria closer to the existing school facility. When completed, the Finishing Kitchen significantly reduces the available play space; consequently District staff cautioned OPL that the District might need to remove the portable building now used by the library. The removal of the library from the current site without an adequate replacement would be a tragedy for both the school community and the entire neighborhood. A "joint occupancy" agreement that establishes the library branch in the CDC building allows for better configuration of the PAES site while retaining and enhancing the benefits to students and the community. Long-term joint-occupancy agreements between OUSD and entities such as the City of Oakland are allowed (refer to Education Code for real property/buildings³). The existing agreement between City and OUSD for OPL's 81st Avenue branch library⁴ is a good example. With robust community support, an ongoing need for library services to support the District's educational mission, and the opportunity to have a library that better fits the needs of the surrounding community, the Piedmont Avenue CDC site would be an ideal site to house a permanent Piedmont Avenue branch library.

We urge you to take no action to declare this property surplus at this time. Thanks for your attention.

¹ See events listing at <http://oaklandlibrary.org/locations/piedmont-avenue-branch>

² Sections 17527-17535.

³ Sections 17515-17526.

⁴ Original agreement 1/14/2004, as amended 2007 in OUSD File ID 07-0704



711committee OUSD <711committee@ousd.org>

86 Echo Ave, property

1 message

atorrice9@gmail.com <atorrice9@gmail.com>

Thu, Nov 14, 2019 at 1:43 PM

To: 711committee@ousd.org

Cc: 7-11committee@ousd.org

Dear 711 Committee

I am a resident of Oakland and live directly behind the property. I urge you to consider turning this property into a real library with space for community meetings. The current Piedmont library is cramped and pitiful. The library serves an important role as a community resource and children and seniors and parents use it regularly. Again I urge you to turn this property into a real library and community resource.

Thank you

Andrea Torrice

175 Glen Ave.

Sent from my iPad



Jody Talkington <jody.talkington@ousd.org>

Fwd: Clarify any application of AB1486 to OUSD surplus properties

2 messages

711committee OUSD <711committee@ousd.org>

Mon, Nov 18, 2019 at 10:11 AM

To: Jody Talkington <jody.talkington@ousd.org>, susana@contingo-partners.com

Cc: bsavidge@k12schoolfacilities.org, piscator.reynolds@gmail.com

Hi Jody,

Take a look at the email below that came in through the 711 committee email. You may need to consult with internal resources or legal before Thursday, since she is likely to raise this question at the meeting.

Susana

----- Forwarded message -----

From: **Arleen Feng** <ayfeng@alum.mit.edu>

Date: Sat, Nov 16, 2019 at 10:43 AM

Subject: Clarify any application of AB1486 to OUSD surplus properties

To: <711committee@ousd.org>

Hello,

A question has been posed whether OUSD's followup actions regarding properties that are surplus in accordance with the 7-11 Committee's recommendations would have to reflect new priorities in the Surplus Lands Act, recently added by AB1486. Looking at the California Government Code Sections amended by AB1486 at

http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=201920200AB1486

it seems that this may not be the case since the definition of "exempt surplus property" in Section 54221(f)1 includes "(l) Land that is subject to Sections 17388, 17515, 17536, 81192, 81397, 81399, 81420, and 81422 of the Education Code and Part 14 (commencing with Section 53570) of Division 31 of the Health and Safety Code, unless compliance with this article is expressly required."

However it would be important to confirm and/or clarify this interpretation for members of the 7-11 Committee and OUSD Board, as well as the interested communities.

--

Arleen Feng

ayfeng@alum.mit.edu

711committee OUSD <711committee@ousd.org>

Mon, Nov 18, 2019 at 10:14 AM

To: Josh Daniels <josh.daniels@ousd.org>, Jody Talkington <jody.talkington@ousd.org>

Hi Josh

Can you please look into AB1486 and the question below from a community member attending the 7-11 Committee?

Thanks

[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

piedmont CDC meeting notes?

3 messages

Susan Sobeloff <ssobeloff@gmail.com>
To: 711committee OUSD <711committee@ousd.org>

Wed, Nov 13, 2019 at 7:31 PM

Hi, thanks for sending the webster CDC meeting notes. Could you send me the piedmont cdc meeting notes? I live near the Ousd property at 86 Echo.

I would love to see the space used for a library, community center, and/or childcare.

thanks,

Susan

On Wed, Nov 13, 2019 at 7:18 PM 711committee OUSD <711committee@ousd.org> wrote:

Dear 7-11 Committee Members and Community Members

Please see the attached summary of the feedback that was shared in small groups at a visit to the Former Webster CDC property on Nov. 7.

Thanks

711committee OUSD <711committee@ousd.org>
To: Susan Sobeloff <ssobeloff@gmail.com>

Wed, Nov 13, 2019 at 7:55 PM

Hi Susan

See the attached Piedmont meeting notes.

[Quoted text hidden]

 **101719 Community Input Summary on Former Piedmont CDC (1).pdf**
47K

Susan Sobeloff <ssobeloff@gmail.com>
To: 711committee OUSD <711committee@ousd.org>

Wed, Nov 13, 2019 at 7:59 PM

thanks so much.

Susan

[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

Fwd: Delivery Status Notification (Failure)

4 messages

Susan Sobeloff <ssobeloff@gmail.com>
To: 711committee@ousd.org

Wed, Oct 16, 2019 at 11:50 AM

Subject: development at 86 Echo Avenue/CDC

Hi,

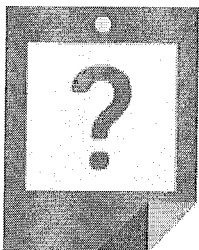
I'm one of the neighbors of the 86 Echo property. I'm unable to attend the public comment meeting on 10/17.

I am very interested in giving feedback and participating in the public comment process. Can you let me know how to give feedback in writing and when the comment period ends?

Please consider scheduling an additional meeting with access to the building and public discussion of options. I just received notice of the meeting and this doesn't seem to have given enough time to notify people in the neighborhood.

Thank you so much,

Susan Sobeloff



icon.png
2K

711committee OUSD <711committee@ousd.org>
To: Susan Sobeloff <ssobeloff@gmail.com>

Mon, Oct 28, 2019 at 9:51 AM

Hi Susan

Thank you for your feedback. You can submit feedback in writing to this email.

We will be having another meeting on Nov 21 at 1050 2nd Ave, Oakland, CA 94606 to discuss all the properties, please plan on attending that meeting as well.

Thanks

[Quoted text hidden]

Susan Sobeloff <ssobeloff@gmail.com>
To: 711committee OUSD <711committee@ousd.org>

Wed, Nov 6, 2019 at 10:34 AM

Thanks,
Can you let me know the time of the meeting on Nov 21.

Are there any meeting notes of what was discussed at the last meeting? I'd love to see a copy if possible.

Thank you,

Susan

[Quoted text hidden]

711committee OUSD <711committee@ousd.org>

To: Susan Sobeloff <ssobeloff@gmail.com>

Wed, Nov 13, 2019 at 7:14 PM

Hi Susan

The meeting on Nov. 21 will start at 6pm.

I will also include you on the email with the notes from the site visit to the former Webster campus

[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

surplus property on Echo Street

2 messages

Katherine Falk <kjfalk@gmail.com>
Reply-To: kjfalk@gmail.com
To: 711committee@ousd.org

Thu, Oct 17, 2019 at 5:06 PM

Hello,

I understand that there is a meeting tonight to discuss what to do with the property at 86 Echo Street. I can't attend the meeting but I wanted to share my very strong preference that the property be used for the Piedmont Avenue library branch - the current lease next door expires in two years and we have a lot of folks here who really depend on that library. I hope you'll give this idea some serious consideration! Thank you.

Katherine Falk
62 Entrada Ave.
Oakland CA 94611
510-658-7317

711committee OUSD <711committee@ousd.org>
To: kjfalk@gmail.com

Mon, Oct 28, 2019 at 9:50 AM

Thank you for your feedback Kathleen. Your recommendation is noted.

Thanks

[Quoted text hidden]



Please notify me...

4 messages

Philippa Barron <pjb101echo@gmail.com>

Tue, Oct 8, 2019 at 8:55 PM

To: 711committee@ousd.org

of the time and date of the meeting where the CDC building at 85 Echo Avenue is reviewed.

Thanks very much,

Philippa Barron

101 Echo Avenue

711committee OUSD <711committee@ousd.org>

Tue, Oct 15, 2019 at 4:34 PM

To: Philippa Barron <pjb101echo@gmail.com>

Greetings Philippa,

Thank you for your interest. It is being shared with the Veronica Martinez, Chair of the 7-11 Committee, and Jody Talkington OUSD Senior Director of Special Projects for Superintendent's Office, (both copied). They will distribute your feedback to the entire committee.

7-11 Committee Support Team

On Tue, Oct 8, 2019 at 8:55 PM Philippa Barron <pjb101echo@gmail.com> wrote:

of the time and date of the meeting where the CDC building at 85 Echo Avenue is reviewed.

Thanks very much,

Philippa Barron

101 Echo Avenue

711committee OUSD <711committee@ousd.org>

Tue, Oct 15, 2019 at 4:38 PM

To: Philippa Barron <pjb101echo@gmail.com>

Cc: veronica@santafecan.org, Jody Talkington <jody.talkington@ousd.org>

Hi again Philppa,

I intended to add the attached meeting flyer to my last email. The meeting for the Echo Avenue site is taking place this Thursday, October 17th. See the attached flyer.

7-11 Committee Support Team

On Tue, Oct 8, 2019 at 8:55 PM Philippa Barron <pjb101echo@gmail.com> wrote:

of the time and date of the meeting where the CDC building at 85 Echo Avenue is reviewed.

Thanks very much,

Philippa Barron

101 Echo Avenue

 **PiedmontCDC_FlyerColorEngSpa.pdf**
1345K

Philippa Barron <pjb101echo@gmail.com>

Tue, Oct 15, 2019 at 7:47 PM

To: 711committee OUSD <711committee@ousd.org>

Cc: veronica@santafecan.org, Jody Talkington <jody.talkington@ousd.org>

Thanks very much — see you Thursday!

Philippa

Sent from my iPhone

On Oct 15, 2019, at 4:38 PM, 711committee OUSD <711committee@ousd.org> wrote:

Hi again Philippa,

I intended to add the attached meeting flyer to my last email. The meeting for the Echo Avenue site is taking place this Thursday, October 17th. See the attached flyer.

7-11 Committee Support Team

On Tue, Oct 8, 2019 at 8:55 PM Philippa Barron <pjb101echo@gmail.com> wrote:

of the time and date of the meeting where the CDC building at 85 Echo Avenue is reviewed.

Thanks very much,

Philippa Barron

101 Echo Avenue

<PiedmontCDC_FlyerColorEngSpa.pdf>



711committee OUSD <711committee@ousd.org>

85 Echo Avenue

3 messages

Kelsey Krausen <kelseykrausen@gmail.com>

Mon, Oct 7, 2019 at 11:45 AM

To: 711committee@ousd.org

Hello,

I am writing to request notification of the time and date of the meeting where the CDC building at 85 Echo Avenue is reviewed. We are interested in it as a site for the new Piedmont Ave library. Thanks, Kelsey

711committee OUSD <711committee@ousd.org>

Tue, Oct 15, 2019 at 3:57 PM

To: Kelsey Krausen <kelseykrausen@gmail.com>

Hi Kelsey

Please see the attached flyer.

The site visit to the property will be from 5-5:45pm and the meeting about potential uses will be from 6:00-7:30pm at Piedmont Elementary School.

Thanks

[Quoted text hidden]

 **7-11 Piedmont Meeting Flyer 10-17-19 .Eng &SP.pdf**
1342K

Kelsey Krausen <kelseykrausen@gmail.com>

Tue, Oct 15, 2019 at 5:27 PM

To: 711committee OUSD <711committee@ousd.org>

Thank you. Kelsey

[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

Comments to 7-11 Committee re: former Piedmont Child Development Center (CDC)

2 messages

Rob Martin <robmartin3d@gmail.com>

Mon, Oct 14, 2019 at 7:16 PM

To: 711committee@ousd.org

Members of the 7-11 Committee:

I am a homeowner at 96 Montell Street in the Piedmont Ave. neighborhood of Oakland. I write concerning the former Piedmont Child Development Center (CDC) located at 86 Echo Avenue and which is the subject of a community input meeting on 17 October 2019. Unfortunately I will be out of town that day and will not be able to attend the meeting, but I wanted to provide comments concerning the CDC for your consideration.

Our neighborhood is in dire need of a permanent location and building for the Piedmont Avenue branch of the Oakland Public Library. While the current Piedmont Ave. library branch is located in a modular building at 80 Echo Ave., that building is much too small and inefficient for a public library branch for a community of our size. The CDC building is a much better option for a public library, and its size and location would serve well the community as well as the students at the next-door Piedmont Ave. Elementary School.

The 7-11 Committee has been charged with recommending to the School Board potential uses for the CDC building and site. I urge the 7-11 Committee to recommend and support the transfer of the CDC building to the Oakland Public Library, and the conversion of the building into the Piedmont Ave. library branch.

Robert Martin

96 Montell Ave.

Oakland, CA 94611

robmartin3d@gmail.com

711committee OUSD <711committee@ousd.org>

Tue, Oct 15, 2019 at 4:13 PM

To: Rob Martin <robmartin3d@gmail.com>

Bcc: veronica@santafecan.org, Jody Talkington <jody.talkington@ousd.org>

Greetings Rob,

Thank you for your interest and taking the time to send your input. It is being shared with the Veronica Martinez, Chair of the 7-11 Committee, and Jody Talkington OUSD Senior Director of Special Projects for Superintendent's Office, (both copied). They will distribute your feedback to the entire committee.

7-11 Committee Support Team

[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

86 Echo Ave comments

2 messages

hugh@avbtravel.com <hugh@avbtravel.com>

Fri, Oct 11, 2019 at 11:19 AM

Reply-To: hugh@avbtravel.com

To: 711committee@ousd.org

Hi OUSD. I think the former Piedmont CDC at 86 Echo Ave would make a great spot for the Library that is now in located next door in temporary housing.

Thanks, Hugh Smith
Rose Avenue.

711committee OUSD <711committee@ousd.org>

Tue, Oct 15, 2019 at 4:16 PM

To: hugh@avbtravel.com

Cc: veronica@santafecan.org, Jody Talkington <jody.talkington@ousd.org>

Greetings Hugh,

Thank you for your interest and taking the time to send your input. It is being shared with the Veronica Martinez, Chair of the 7-11 Committee, and Jody Talkington OUSD Senior Director of Special Projects for Superintendent's Office, (both copied). They will distribute your feedback to the entire committee.

7-11 Committee Support Team

[Quoted text hidden]



Flyer for Piedmont CDC meeting Oct 17

3 messages

Arleen Feng <ayfeng@alum.mit.edu>
Reply-To: ayfeng@alum.mit.edu
To: 711committee@ousd.org

Fri, Oct 4, 2019 at 4:38 PM

Hello,

When will a clean copy of the flyer for the meeting be posted? I assume it will look nicer than copies of the handout from last night, for outreaching to neighborhood groups and e-lists.

--

Arleen Feng
ayfeng@alum.mit.edu

 **CDCflyerbw-scan.pdf**
704K

711committee OUSD <711committee@ousd.org>

Tue, Oct 8, 2019 at 3:19 PM

To: Jody Talkington <jody.talkington@ousd.org>, bsavidge@k12schoolfacilities.org

Hi, Please see email below. Let me know if you want help updating it. It is very cluttered and the language is confusing in terms of where the meeting is taking place. - Susana

[Quoted text hidden]

 **CDCflyerbw-scan.pdf**
704K

Jody Talkington <jody.talkington@ousd.org>

Tue, Oct 8, 2019 at 3:21 PM

To: 711committee OUSD <711committee@ousd.org>

Cc: William Savidge <bsavidge@k12schoolfacilities.org>

Hi Susana

Here is the flyer we mailed out and that is on our website translated into all the languages already. I will send the updated flyer to arlene.

[Quoted text hidden]

--

Jody Talkington

Senior Director of Strategic Projects, Office of the Superintendent
Oakland Unified School District

Every Student Thrives!

www.ousd.org

jody.talkington@ousd.org

work: (510) 879-1350

cell: (510) 388-3304



711committee OUSD <711committee@ousd.org>

CDC building meeting notification

1 message

Mark Brosamer <mbrosamer@yahoo.com>

Mon, Oct 7, 2019 at 8:55 PM

To: "711committee@ousd.org" <711committee@ousd.org>

Hello,

My wife and I would like to be notified of the time/date of any upcoming meetings concerning the CDC building at 85 Echo Avenue. We, along with our neighbors on Echo Ave., are very interested in this discussion and hoping to see the Piedmont Avenue branch of the library move from the portable next door into the CDC building.

Thank you,

Mark Brosamer and Ashby Lankford



711committee OUSD <711committee@ousd.org>

Re the "CDC 85 Echo Av. meeting"

2 messages

Guy Cassegrain <guyca@att.net>
To: 711committee@ousd.org

Mon, Oct 7, 2019 at 7:24 PM

Hi,
You can add my e-mail address to the list of those who will want to know the date and time:
guyca@att.net
Thank you, -G.C.

711committee OUSD <711committee@ousd.org>
To: Guy Cassegrain <guyca@att.net>

Tue, Oct 15, 2019 at 3:58 PM

Hi Guy

Here is the flyer for the meeting to visit the former Piedmont CDC.

Thanks
[Quoted text hidden]

 **86 Echo Ave_ Former Piedmont CDC Property Information Sheet.pdf**
320K



711committee OUSD <711committee@ousd.org>

Notification

1 message

Measue Liotta <violin273@gmail.com>

To: 711committee@ousd.org

Mon, Oct 7, 2019 at 6:34 PM

Please send me updates on meetings to consider alternative permanent locations for the Piedmont Ave Library branch.
Thx!

Sent from my iPhone



711committee OUSD <711committee@ousd.org>

Piedmont Avenue CDC

1 message

Margaret Salop <mpsalop@hotmail.com>
To: "711committee@ousd.org" <711committee@ousd.org>

Mon, Oct 7, 2019 at 11:40 AM

Hi OUSD committee,

Could you please notify me of any public meetings or emails related to the Piedmont Avenue Child Development Center building?

Thank you,
Maggie Salop



711committee OUSD <711committee@ousd.org>

Meeting notice please

2 messages

Linda Probert Sanford <lprobert@comcast.net>
To: 711committee@ousd.org
Cc: Linda Probert Sanford <lprobert@comcast.net>

Wed, Sep 25, 2019 at 6:51 PM

Please add my email address to your list of folks interested in offering community input on the use of the Child Development Center at Echo & Glen Avenues.
Please let me know the time and date of that meeting, which I understand will be at Piedmont Avenue Elementary School.
Thank you,
Linda Probert Sanford
lprobert@comcast.net

Sent from my iPhone

711committee OUSD <711committee@ousd.org>
To: Linda Probert Sanford <lprobert@comcast.net>
Cc: Linda Probert Sanford <lprobert@comcast.net>
Bcc: Jody Talkington <jody.talkington@ousd.org>

Wed, Sep 25, 2019 at 10:49 PM

Hi Linda,

Thank you for your email.

Your email address will be added to our list of contacts.

Best,

7-11 Committee
[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

Comments to 7-11 Committee on Piedmont CDC

2 messages

Arleen Feng <ayfeng@alum.mit.edu>

Wed, Nov 20, 2019 at 11:38 PM

Reply-To: ayfeng@alum.mit.edu

To: 711committee@ousd.org

Cc: "Turbak, Jamie" <JTurbak@oaklandlibrary.org>, Dan Kalb <dkalb@oaklandca.gov>, Viola Gonzales <viola.gonzales@att.net>, Caleb Smith <calebsmithoakland@gmail.com>, Deidra Moss <dross@oaklandca.gov>, Jody London <jody.london@ousd.org>

On behalf of the Friends of Piedmont Avenue Library, the attached memo (in PDF and Word) provides background and explanation on why the Piedmont CDC should not be declared surplus, and be used for a branch of the Oakland Public Library.

--

Arleen Feng
ayfeng@alum.mit.edu

2 attachments

 **FriendsofPAL_7-11comments_11-20-19.pdf**
295K

 **FriendsofPAL_7-11comments_11-20-19.docx**
26K

711committee OUSD <711committee@ousd.org>

Thu, Nov 21, 2019 at 1:14 PM

To: Jody Talkington <jody.talkington@ousd.org>, Josh Daniels <josh.daniels@ousd.org>

Can you confirm the info in this email attachments?

[Quoted text hidden]

2 attachments

 **FriendsofPAL_7-11comments_11-20-19.pdf**
295K

 **FriendsofPAL_7-11comments_11-20-19.docx**
26K



Input on Washington (Sankofa) Child Development Center

1 message

Michelle Florendo <michelle.florendo@gmail.com>

Fri, Nov 15, 2019 at 9:10 AM

To: 711committee@ousd.org

Hello,

I live a block away from the Washington (Sankofa) CDC building located adjacent to Sankofa, and received the flyer about the public community input meeting last night. I was unable to attend the meeting, but wanted to provide my input.

As a parent of two children, ages 3.5 years and <1 year, I would love to see the site used for a transitional Kindergarten program. I see the Kaiser-Sankofa merger as an opportunity to improve the school's status into being considered a quality school option, by bringing together the populations who have historically attended Sankofa with some of the more well resourced families who are moving into the neighborhood.

I know many families at my son's preschool who would have never considered accepting an offer for enrollment at Sankofa before, but the same families are also attracted to the prospect of transitional kindergarten as a lower cost care option for their children compared to their current preschool. I see transitional kindergarten as a way to attract families who may not have had Sankofa on their radar before.

Since moving into our apartment on 62nd Street, I have always wondered why the Washington (Sankofa) CDC site had been shuttered all these years. If there is an opportunity to put it to good use, and use it to help elevate the status of Sankofa itself, I would love to see that come to fruition.

Thank you for your consideration,
Michelle Florendo
hopeful parent of future OUSD students
516 62nd Street, Oakland

--
"Don't ask yourself what the world needs. Ask yourself what you love. Because when you do what you love, the world will need it." - Howard Thurman

Verónica Martínez <veronica@santafecan.org>
To: "s_samaya@yahoo.com" <s_samaya@yahoo.com>
Cc: "711Committee@ousd.org" <711Committee@ousd.org>

Mon, Nov 18, 2019 at 10:59 AM

Dear Shekinah,

Thank you for your email. I'm very sorry about your experience with this site and the response from the City.

I do want to let you know that the 7-11 Committee is going back to East Oakland Pride this week (11/21/19 starting at 5:30pm, see agendas attached). We will be hosting the meeting we couldn't officially hold on 11/7/19 due to lack of quorum. I encourage you to come back and invite your neighbors to attend as well. There will be OUSD representatives in attendance, and we'll also extend the invitation to City staff and hopefully they will come.


The need for immediate action has been made clear throughout the site visits and community input sessions, and we will make sure to incorporate recommendations to that effect in our report.


Hoping you can make it back this week,

Verónica Martínez
Santa Fe Community Association & Neighbors
Oakland, CA 94608
415-728-1585

[Quoted text hidden]

2 attachments

 **7-11 Committee Agenda 11.21.19 6.30pm meeting-2.pdf**
331K

 **7-11 Committee Agenda 11.21.19 5.30pm meeting-1.pdf**
326K



711committee OUSD <711committee@ousd.org>

Fwd: Can't view Webster video

1 message

Arleen Feng <ayfeng@alum.mit.edu>
Reply-To: ayfeng@alum.mit.edu
To: 711committee@ousd.org

Wed, Nov 6, 2019 at 3:17 PM

----- Original Message -----

Subject: Can't view Webster video
Date: 2019-11-06 14:57
From: Arleen Feng <ayfeng@alum.mit.edu>
To: Jody Talkington <jody.talkington@ousd.org>
Reply-To: ayfeng@alum.mit.edu

Looks like same issue as before with Google access settings

--
Arleen Feng
ayfeng@alum.mit.edu



711committee OUSD <711committee@ousd.org>

Use of East Oakland adult school building

2 messages

Nancy Nadel <nnadel@gmail.com>

Thu, Sep 19, 2019 at 9:31 AM

To: 711committee@ousd.org

I would like to suggest it be used to house homeless families with school age children.

Sincerely,

Nancy Nadel
3228 Helen St.
Oakland CA 94608

711committee OUSD <711committee@ousd.org>

Thu, Sep 19, 2019 at 12:59 PM

To: Nancy Nadel <nnadel@gmail.com>

Cc: Jody Talkington <jody.talkington@ousd.org>

Dear Nancy,

Thank you for your email. Your suggestion will be included and considered during Committee discussions.

Best regards,

Verónica Martínez
7-11 Committee, Chairperson

[Quoted text hidden]



711committee OUSD <711committee@ousd.org>

Edward Shands Site

2 messages

Michael Johnson <macjohnson@ucdavis.edu>
To: 711committee@ousd.org

Sun, Sep 22, 2019 at 11:50 AM

I got your correspondence in the mail. The former Edward Shands Adult School should be considered "surplus property".

711committee OUSD <711committee@ousd.org>
To: Michael Johnson <macjohnson@ucdavis.edu>
Bcc: Jody Talkington <jody.talkington@ousd.org>

Wed, Sep 25, 2019 at 10:54 PM

Dear Michael,

Thank you for your email and recommendation. Your comments will be incorporated in our discussion materials.

Best,

7-11 Committee
[Quoted text hidden]

Arleen Feng
ayfeng@alum.mit.edu
--00000000000075653

711committee OUSD <711committee@ousd.org>

Mon, Nov 18, 2019 at 10:14 AM

To: Josh Daniels <josh.daniels@ousd.org>, Jody Talkington <jody.talkington@ousd.org>

Hi Josh

Can you please look into AB1486 and the question below from a community member attending the 7-11 Committee?

Thanks

----- Forwarded message -----

From: **Arleen Feng** <ayfeng@alum.mit.edu>

Date: Sat, Nov 16, 2019 at 10:43 AM

Subject: Clarify any application of AB1486 to OUSD surplus properties

To: <711committee@ousd.org>

[Quoted text hidden]

Arleen Feng <ayfeng@alum.mit.edu>

Mon, Nov 18, 2019 at 11:44 AM

Reply-To: ayfeng@alum.mit.edu

To: 711committee@ousd.org

Ronile,

FYI below my signature is the email I sent to 7-11 Committee.

AB1426 passed in September and was signed last month. Per bill analysis for Assembly: According to the author, "California is facing an affordable housing crisis and unused public land has the potential to promote affordable housing development throughout the state. AB 1486 clarifies and strengthens provisions in the Surplus Lands Act that will promote the use of public land for affordable housing projects." (amended law is at link below). AB1486 imposes additional requirements for public agencies re noticing and prioritizing surplus lands BUT also expands list of surplus properties "exempt" from the requirements, which I read to exempt any property surplused from a 7-11 process per the reference to Ed Code 17388 quoted below (apparently added by state Senate late in the process).

We still prefer a non-surplus outcome for CDC, no telling what the next legislature will do.

---Arleen Feng
ayfeng@alum.mit.edu

[Quoted text hidden]

Date: December 2, 2019
To: 7-11 Committee
From: Krystell Guzman, Plazita Schools, Inc.
Re: Tilden & Piedmont Vacant CDC

Greetings 7-11 Committee,

I am writing to persuade the 7-11 Committee to recommend to OUSD that the Child Development Centers (the "CDCs") currently under its consideration, and in particular the Tilden and Piedmont properties, be declared "surplus" OUSD properties that are preserved as private CDCs. I write because I have not been able to attend your scheduled meetings regarding these vacant OUSD properties. If more information beyond this letter would be helpful from me or other community leaders of Oakland, please do not hesitate to reach me at the contact information provided below.

Plazita Schools, Inc.: Champion of Early Childhood Education in Oakland

I am the president and founder of Plazita Schools, Inc., which owns and operates La Plazita Preschool ("La Plazita"), a Spanish-immersion preschool dedicated to providing affordable access to high-quality care. At La Plazita, we provide an age-based curriculum for children 24 months through 5 years old. Since our inception in 2011, we have graduated more than 600 children and currently serve more than 180 students out of our two Oakland locations. Due to the need for affordable care, our services are primarily targeted towards the Laurel community. Although the demand for Spanish-immersion preschools in Oakland is high, due to the increasing price in commercial rents, we are expanding our services by renovating a small building in San Leandro that the company recently purchased. This is our first building that we will be able to call our own, however it is small and is outside of our current service area in Oakland. Our first priority was to expand in Oakland close to our current facilities, but soaring commercial lease pricing made that impossible. There are few quality, private CDCs in Oakland. Like us, other private CDCs in Oakland suffer the pain of high rents, which limits affordable programs that are available to working families.

Currently one of our buildings that operates a Spanish Immersion After School Program with 60 children that are transported from local East Oakland schools is seeing a rent increase from \$3800 at the beginning of the year go up to \$8000 and we just received notice in January it is going to go up to \$11,500 making the program impossible to continue and needing to shut down. This is going to leave 60 families without after school care for the rest of the school year. This is just one of many stories of nonprofit programs and child care programs getting run out of the city of Oakland.

Surplus OUSD Properties as Private CDCs

Given the number of years these properties have been vacant and the readiness of private CDCs to start operation in these facilities, the 7-11 Committee should recommend to OUSD that these CDCs be declared "surplus" OUSD properties that are preserved as private CDCs. For the Tilden and Piedmont properties, for example, OUSD has determined for nearly 10 years that Piedmont Elementary or Roses in the Concrete (the schools adjacent to these properties) did not require additional OUSD space. This is on top of previously low enrollment of these two CDCs when they were operational. Meanwhile, private CDCs, such as La Plazita, have been in dire need for infant-care and preschool facilities to expand our services for families. Private CDCs can provide specialized services such as language immersion programs, extended hours or operations, and educational opportunities for children under 3. These are gaps that private CDCs uniquely fill in Oakland.

The Tilden and Piedmont properties have particularly caught my attention because both are located in areas where I know the need for CDCs are high given the lack of affordable properties for privately-owned CDCs. These properties are surrounded by communities of working families who take advantage of infant/toddler care and affordable preschools that offer language-immersion services. It is an unfortunate reality that many families have to pay a substantial amount of tuition and travel to much more affluent areas to obtain the language-immersed services or quality care they need. If these OUSD properties were preserved as private CDCs that will allow privately-owned CDCs to serve the needs of these communities. Piedmont also has an enrollment-capacity that will allow private CDCs to afford rent while making tuition affordable to the community.

Language immersion programs, which are offered almost exclusively by private CDCs in Oakland, are often unaffordable for moderate or low-income families. The only alternative made available is in-language, in-home care. In part, the cost of private CDC tuition is so high because CDCs must first satisfy building requirements that are nonexistent in most commercial buildings in Oakland. Because most CDC are renters, they do not have the upfront capital to make renovations to buildings. Additionally, landlords are unwilling to help with the cost of these renovations. Even for purchases, CDCs are competing with for-profit developers to purchase properties large enough to convert into schools. Those costs on top of the costs associated with a change in zoning occupancy makes it very hard for CDCs to open and even harder to provide programs will be affordable. The 7-11 Committee can make a significant impact by recommending that the OUSD properties be preserved as private CDCs, minimizing the start-cost for infant/toddler care and preschool providers.

Considering the need for quality childcare in our community, should any of these properties be reserved for private CDC purposes, La Plazita and several other preschools would likely be interested in renting or purchasing them from OUSD. We are at the point where our communities have to become creative to keep CDCs afloat as they care for and educate the next generation of Oakland residents. Thank you for your consideration of these points and I hope the committee will use these resources wisely to benefit early childhood education.

Thank you,

A handwritten signature in black ink, appearing to read 'Krystell Guzman', with a long horizontal flourish extending to the right.

Krystell Guzman
President, Plazita Schools, Inc.
Email: krystell@laplazitapreschool.com
Phone Number: (510) 402-8715

G. Minutes of the Meetings and Agendas are available on line at OUSD.org

H. OEA Resolution



OAKLAND EDUCATION ASSOCIATION
272 East 12th Street, Oakland, CA 94606
P: (510) 763-4020 F: (510) 763-6354
Affiliated with CTA, NEA and the AFL-CIO

Oakland Executive Board Resolution around 7-11 Property Committee, from 12/03/19 meeting

“Moved that due to the lack of a comprehensive plan to utilize OUSD Facilities in the early childhood to adult education programs that OEA opposes the sale of any " surplus" properties.” (Unanimous vote to adopt this resolution from the current 2019-2020 OEA executive board)

OAKLAND UNIFIED SCHOOL DISTRICT

Board Policy

BP 7350

Facilities

Physical Assets Management

I. Guiding Principle

The physical assets of the Oakland Unified School District shall be managed and maintained as a system to provide safe, secure, healthy, and technologically ready learning environments for students in Oakland's publicly funded schools in alignment with the District's Strategic Plan. To support the District's educational and operational functions, the District shall also use its properties to realize unrestricted revenue to support programs and services for District students.

II. Students for Whom the Oakland Unified School District Is Responsible

In the context of this Asset Management Policy, the Oakland Unified School District is responsible for:

1. Students enrolled in schools operated by the District, including students with special needs.
2. Students enrolled in charter schools authorized by the District.
3. Students enrolled in charter schools authorized by the County or the State.

III. Optimizing Use of District Properties

A. *Issues Identified For Further Assessment and Study*

1. Portables. The District has many portables being used as classrooms that are 30 years or older. A comprehensive plan is needed to determine if the older portables need to be removed and replaced.
2. Underutilized Facilities. The District currently has underutilized facilities. These underutilized spaces are distributed across the City. Improving facility utilization will enable the District to focus more resources on students and teachers, and less on administration, and generate unrestricted revenues that can be used to support school operations.
3. Classroom Loading. In order to develop a clear understanding of facility use, no later than December 11, 2013, the Superintendent is directed to generate a classroom loading model to define a recommended number of students per classroom for various OUSD

school programs.

B. Priority Order for Use of Properties

1. Provide technologically advanced learning and recreation space for general education and special education students and families enrolled in schools operated by the District.
2. Provide for temporary relocation of schools for major construction and modernization projects.
3. As acknowledged by Proposition 39 (2000), provide learning and recreation space for students enrolled in charter schools operating in the District, including the consideration of leases terms for charter schools that align with the term of charters and, at equitable rates, for those charters providing high quality options for Oakland children.
4. Provide quality operations and administration facilities to enable high performance by District staff.
5. To the extent that the District has excess capacity, the District shall make this space available at fair market value or otherwise reasonably negotiated rates in order to generate unrestricted general fund revenues to support programs and services for District programs, and cash reserves for long-term maintenance, equipment and capital facilities needs.

C. Considerations for Use of Properties

1. The District shall pursue long-term leases over sale of property unless otherwise directed after consultation with the Board of Education.
2. Specific to students with special needs, the District shall manage its properties in a manner that creates maximum opportunity to serve these students in Oakland schools, and in schools in relative proximity to students' homes.
3. Facility uses should consider the creation and maintenance of technology infrastructure.
4. Any entity entering into a lease agreement with the District shall demonstrate its commitment to helping the District achieve the goals of the District's Strategic Plan.
5. Agreements with outside entities, including charter schools and community-based organizations, shall include provisions to sustainably maintain facilities to accommodate the increased hours of use and numbers of users.
6. Agreements should include the daily and long-term maintenance of District properties by District Custodial Services employees, and additionally, agreements shall acknowledge that except where other arrangements are made and approved in advance by the District that are consistent with the law, and the District's Health and Wellness Policy, the District's Nutrition Services department is the food provider in facilities owned by the District.

IV. Best Use of Properties to House Core Administrative Services

1. There is significant value in housing core administrative functions in central locations. The District shall determine how it can best provide core administrative services from centrally accessible locations. The District shall determine whether it can enter into a

joint use agreement, joint powers authority, or other partnership agreement such as a public-private partnership to develop joint administrative functions. Such an arrangement may also include use of property for other purposes, including housing for District employees.

2. The District's warehousing and facility operations infrastructure should be upgraded. The District shall determine how it can upgrade the facilities that house these functions in a manner that is cost-neutral or revenue generating, if possible. This upgrade may include entering in a joint use agreement or other partnership agreement with other entities.

V. Using District Properties to Generate Unrestricted Revenues to Support Services and Programs for Students

1. Properties that are not being used to educate students, provide core administrative services, or leased by community-based partner organizations, shall be leased to other entities unless the Board of Education declares the property surplus and approves the sale of any such property.
2. Except as provided by law or in this policy, rental rates for non-OUSD facility users shall be based on the type of use and set at a rate that supports the generation of unrestricted general fund revenues to support programs and services for students and generate cash reserves for long-term maintenance, equipment, and capital facilities needs. No later than December 11, 2013, the Superintendent shall develop administrative guidelines establishing rates for non-OUSD facility users.

VI. Creation of Real Estate Manager Position

Creation of a Real Estate Manager position that will be responsible for strategic management and optimization of the District's real estate assets, property management, and information related to easements, assessments, encroachment, permits, leases, licenses, and developer fees. The Real Estate Manager should be the point of contact regarding the use of district facilities, including Proposition 39 facility use.

8/14/13