

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Superintendent

June 27, 2012

**Legislative File**

File ID No.: 12-1842

Introduction Date: 06/27/2012

Enactment No.: 12-1632

Enactment Date: 6-27-12 *lf*

TO: Board of Education

FROM: Dr. Anthony Smith, Superintendent  
David Montes de Oca, Executive Director, Quality Community Schools  
Development

SUBJECT: Facilities Use Agreement by and between the  
Oakland Unified School District and Education for Change Lazear Charter  
Academy

---

**ACTION REQUESTED:**

Approve the proposed Facilities and Use Agreement to be made between Oakland Unified School District and Education for Change Lazear Charter Academy, as an alternative to Proposition 39, for use of District facilities (Lazear Elementary School campus).

**SUMMARY:**

The Alameda County Board of Education approved the charter petition for Education for Change's Lazear Charter Academy ("EFC Lazear") on appeal from the Board's denial on June 14, 2012. Although EFC Lazear did not submit a request for facilities, or meet the deadlines for submission or approval of the petition, as required for eligibility under the Proposition 39 implementing regulations, it asserted an entitlement to the District's Lazear Elementary School campus as a "conversion" charter. Without agreeing with EFC Lazear's position, staff recommends approval of the Facilities Use Agreement as an alternative to Proposition 39, as outlined in the attached agreement with the specific facility space allocation and fees shown, including fees for student data services. The financial and operational terms of the recommended agreement are consistent with those governing use of District facilities by other charter schools under Proposition 39 with respect to both the pro rata charge and the one-year term of occupancy.

**BACKGROUND:**

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

Under this statute, the District is obligated to provide facilities to eligible charter schools operating within Oakland Unified attendance boundaries. The period for which these facilities will be provided for use by the requesting charter school is one academic school year only: 2012-2013. The requesting charter school may submit a subsequent Prop. 39 facilities request for the ensuing school years, pursuant to the requirements of the statute and applicable legislation, which will then be evaluated within the context of the District's continued capacity to provide such facilities.

Implementing regulations for Proposition 39 also provide, at 5 CCR § 11969.1(b): *"If a charter school and a school district mutually agree to an alternative to specific compliance with any of the provisions of this article, nothing in this article shall prohibit implementation of that alternative, including, for example, funding in lieu of facilities in an amount commensurate with local rental or lease costs for facilities reasonably equivalent to facilities of the district."*

**RECOMMENDATION:**

It is the recommendation of staff to approve the proposed Facilities Use Agreement between the Oakland Unified School District and Education for Change Lazeer Charter Academy. Although the District would be providing the facilities to EFC Lazeer as an alternative to Proposition 39, the terms and conditions under which the District is providing the facilities to EFC Lazeer are similar to those for agreements for other charter schools occupying District facilities under Proposition 39.



**IN LIEU PROPOSITION 39 CHARTER FACILITIES USE AGREEMENT  
BY AND BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
EDUCATION FOR CHANGE LAZEAR CHARTER ACADEMY**

THIS AGREEMENT (“Agreement”) is made this 27th day of June, 2012, by and between the Oakland Unified School District, a public school district organized and existing under the laws of the State of California (“District”) and Education for Change Lazear Charter Academy, a California public charter school (“Charter School”) authorized by the Alameda County Board of Education. The District and the Charter School are collectively referred to as “the parties.”

**RECITALS**

**WHEREAS**, the Charter School is a non-profit public benefit corporation that will operate a charter authorized by the Alameda County Board of Education;

**WHEREAS**, the Charter School has asserted an entitlement to occupy the District’s Lazear Elementary School campus, located at 824 29<sup>th</sup> Avenue in Oakland for the 2012-2013 school year as a “conversion” charter school pursuant to the requirements of California Education Code section 47614 and its implementing regulations (also known as “Proposition 39”); and

**WHEREAS**, the District disputes this entitlement, but without agreeing to the Charter School’s assertion of entitlement, has nonetheless agreed to the Charter School’s occupancy of the Dedicated space as an alternative to Proposition 39, as authorized under 5 CCR § 11969.1(b), for the 2012-2013 school year; and

**WHEREAS**, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities (the “Dedicated Space”) at the District’s Lazear Elementary School campus (the “Site”), commencing with the 2012-2013 school year. See Exhibit A for a description of the Dedicated Space.

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

**Section 1. Use of Dedicated Space.**

The District agrees to allow the Charter School exclusive use of the Dedicated Space (see Exhibit A), for the sole purpose of operating the Charter School educational program in accordance with the Charter School’s charter. The Charter School’s right to exclusive use of the Dedicated Space shall commence on August 17, 2012 and shall expire on June 30, 2013. Upon the termination of this Agreement, the right to exclusive use and occupation of the Dedicated Space and the facilities and equipment thereon shall revert to the District, subject to the parties’ negotiation of a successor



**OFFICE OF CHARTER SCHOOLS**

---

Agreement, if necessary, containing the terms of the District's provision of facilities to the Charter School in accordance with the provisions of Proposition 39, if the Charter School is otherwise eligible. As titleholder to the Dedicated Space and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Dedicated Space, facilities and equipment for District services.

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

Although the Charter School shall have the exclusive use of the Dedicated Space, District with the prior consent of Charter School, may agree to make the Dedicated Space available to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131et seq.) If Charter School authorizes access to the Dedicated Space pursuant to the Civic Center Act, Charter School assumes the risk of loss or damage to property as a result of that access.

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

Consistent with the requirements of Proposition 39, the allocation of space as set forth in this Section is based upon an assumption of 357 in-district classroom ADA for the 2012-2013 school year. Future requests for additional facilities based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., Tit. 5, § 11969.9.)

The parties agree that although the District is providing the facilities as an alternative to Proposition 39 under 5 CCR § 11969.1(b), the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Proposition 39 for the 2012-2013 school year.

**Section 2. Facility & Amenities – Occupancy & Use.**

**FURNISHINGS AND EQUIPMENT:** The District shall provide, in a manner consistent with the Proposition 39 regulations, furnishings, and equipment at the Site. These furnishings and equipment shall remain the property of the District. The District will use the standards and criteria set forth under 5 C.C.R. Section 11969.2 to determine the amount, type and condition of the furnishings and equipment provided to the Charter School. The District and the Charter School shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Site.





**OFFICE OF CHARTER SCHOOLS**

---

**SECURITY:** The Dedicated Space shall be wired to the Site's alarm system. The Charter School shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space. The Charter School shall operate a closed campus and cooperate with the District on security issues. The Charter School may have a unique security code. If there is a fire at the property, the Charter School shall immediately notify the District but no later than within one business day.

**SCHOOL SAFETY OFFICER:** If School Safety Officer services are to be provided to the Charter School for the Dedicated Space, the District will be given the first opportunity to provide service. If the District deems it is unable to provide service, the Charter School may retain services from an external provider. The Charter School will be responsible for costs of on-site security staff, whether provided by the District or an external provider.

**EMERGENCY:** In an emergency, including if the Space is destroyed or damaged in any material way, the District reserves the right to temporarily interrupt the Charter School's use of the Space, or any Site facilities or systems.

**Section 3. Maintenance and Operations.**

**MAINTENANCE AND OPERATION DEFINED.** Maintenance and Operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment.

**DISTRICT AND CHARTER SCHOOL RESPONSIBILITIES.** The District and Charter School shall be responsible for performing M&O on the Site, including the Dedicated Space, to maintain a good, safe and sanitary condition, as described in the Charter School Facilities Guide attached hereto as Exhibit B. The District and the Charter School shall provide M&O services to the Site consistent with the District's M&O standards and policies and shall provide these services at a service level similar to that provided to the District public schools. Costs of M&O services provided by the District are included in the Pro Rata share which are paid by the Charter School and determined by calculating the actual square footage of the Dedicated Space and the percentage of Charter school's usage of the Shared Space, if applicable. If the Charter School requests any additional facilities-related services that are above and beyond the service level provided by the District public schools and which are not included in the M&O Pro-Rata Share but have been agreed to be provided by the District, costs of said services will be charged to the Charter School on a fee-for-service basis.

**DEFERRED MAINTENANCE PLAN AND SERVICES.** "Deferred Maintenance" shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but



**OFFICE OF CHARTER SCHOOLS**

---

are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes. The Parties acknowledge and agree that the District has certain obligations to deliver Deferred Maintenance to the Site in exchange for Charter School's Pro Rata Share Charge payments. The District acknowledges and agrees that it will carry out its responsibilities in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all applicable laws and District policies. The District further acknowledges and agrees that all work it is obligated will be timely commenced and diligently prosecuted through completion.

**Section 4. Reimbursement.**

The parties agree that although the District is providing facilities to charter school as an alternative to Proposition 39 as authorized under 5 CCR § 11969.1(b), the procedures and penalty for over-allocation of facilities under 5 C.C.R. Section 11969.8, including the Charter School's notification and reimbursement procedures, shall apply to this Agreement.

**Section 5. Modernization.**

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

**Section 6. Fees and Payment.**

DEFINITION OF PRO RATA SHARE CHARGE. The Parties acknowledge and agree that the District may not, pursuant to California law, charge Charter School rent in exchange for its use of the Dedicated Space; provided, however, that the District shall have the right to charge the Charter School an annual fee for use of the Dedicated Space, notwithstanding the fact that this Agreement is reached as an alternative to Proposition 39. The parties agree to utilize the definition of "Pro-Rata Share" contained in Education Code section 47614(b) (the "Pro Rata Share Charge") to determine the amount owed by the Charter School. In exchange for payment of the Pro Rata Share Charge by Charter School, the District shall perform Deferred Maintenance upon the Dedicated Space for the benefit of Charter School. In charging the Pro Rata Share Charge the District shall not charge the higher oversight fee under Education Code section 47613.





**OFFICE OF CHARTER SCHOOLS**

---

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

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

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

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

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

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

If the Charter School disputes any fee or charge, it shall send written notification to the District. The Charter School has the right to submit the issue for resolution in accordance with the dispute resolution procedures outlined herein. Pending resolution of any dispute resolution procedures relating to the fee or charge, the Charter School shall only be required to continue paying any



undisputed amount. Upon resolution of the dispute relating to the fee or charge, and based upon the ultimate resolution thereof, the Parties shall reconcile the amounts owed. The Charter School withholding disputed funds in not grounds for revocation.

**FALSE FIRE AND INTRUSION ALARM RESPONSE ASSESSMENTS.** The Charter School shall be solely responsible for the cost of all assessments, fines or penalties ("Assessments") imposed by the City of Oakland or its third party collection service for responding to false fire and intrusion alarms that are attributable to and /or located on the Dedicated Space. These false alarm response Assessments shall be presented to the Charter School upon receipt by the District of same from the City and shall be due and payable within thirty (30) calendar days from receipt.

#### **Section 7. Utilities, Custodial and Other Services.**

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

**CUSTODIAL.** Custodial service for the Site shall be provided by the District, unless otherwise agreed by the Parties. For the costs of custodial service, the Charter School will be charged a fee equal to its percentage of its Site use times the total charge for custodial services made to the Site through the District's budget system. The percentage of the Site use shall be calculated based on the proportion of classroom spaces dedicated to the Charter School's use, as shown in Exhibit C. Such charges are to be paid according to the same billing cycle as for the pro rata fee.

**STUDENT RECORDS/AERIES.** The Charter School agrees to purchase student records services from the District, for the fee stated in Exhibit C. The Charter School's student information shall be entered into the District student information system (Aeries) when a student enrolls. Each student shall be assigned a student ID number as well as a CSIS student ID number. If the student is new, then Charter School shall create a cum folder for the student. If a student is transferring from a District school to Charter School shall send a request for records to the student's former school. Either the former school or the District's Student Records Department shall send the records to the Charter School office, as applicable. All student records shall to be maintained in accordance with applicable





**OFFICE OF CHARTER SCHOOLS**

---

law. All immunization history, suspensions and retention information shall be entered into the District's student information system and also included in the student's cum record. Should a student leave the Charter School for a District school and the subsequent school requests the student's records, the Charter School shall forward all records to that subsequent school. If a student leaves for another school district, the Charter School shall send the student's records to the District's Student Records Department accompanied by the receiving school district's request. At the end of each school year, the Charter School shall scan and send all records electronically to the District's Student Records Department for students who have left during the school year but for whom the records have not been sent to a subsequent school or district.

**Section 8. Installation of Improvements.**

**IMPROVEMENTS:** During the Term of this Agreement, the Charter School has no right to make alterations, additions, or improvements to the Site, which shall include modular classrooms, ("Improvements") ,without the prior written consent of the District, and if required, the Division of the State Architect. The Charter School may submit a request to make Improvements to the Site and the District agrees to act upon a timely and complete request by the Charter School within thirty (30) days. If the District fails to provide a response to the Charter School within thirty (30) days regarding any such timely and complete request, the request shall be deemed approved. The District's approval of any Improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by the Charter School with respect to the construction or installation of Improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of Improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools. The District or the District's agent shall have a continuing right at all times during the period that Improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

**SIGNAGE:** The Charter School may install signage at the Site including one sign at the Charter School's main entrance stating the charter school name and other pertinent information, a sign indicating the main office of the Charter School, and other directional signs as appropriate. The signage shall not require any Improvement to the Site in order to erect such signage. Such signage shall be in compliance with any District standards previously made available to Charter School and Charter School's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The Charter School may place additional signs on the property with prior District approval.



### **Section 9. Condition of Property.**

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

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Dedicated Space.

### **Section 10. Title to Property.**

The parties acknowledge that title to the Dedicated Space is held by the District and shall remain in the District at all times.

### **Section 11. Fingerprinting.**

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

### **Section 12. Insurance.**

**CHARTER SCHOOL INSURANCE.** Charter School, at Charter School's sole cost and expense, shall both obtain and keep in full force and effect, beginning on the commencement date and continuing until this Agreement terminates, the following insurance policies for the Site, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(1) **Liability Insurance.** Commercial general liability insurance with respect to the Site and Dedicated Space, if any, and the operations of or on behalf of the Charter School in, on or about



**OFFICE OF CHARTER SCHOOLS**

---

the Site, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than One Million Dollars (\$1,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools of a type similar to the Charter School. The policy shall be endorsed to name the Oakland Unified School District and the Board of Education of the City of Oakland as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the Charter School's insurance primary, provided however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

(2) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the Charter School's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than eighty hundred percent (80%) of fair market value.

(3) Workers' Compensation, Employer Liability. Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers' Compensation Act.

(4) Fidelity Bond. Fidelity bond coverage for all of Charter School's employees and who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insurance retention.

**INSURANCE POLICY CRITERIA.** All policies of insurance required to be carried by Charter School shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required of the Charter School hereunder may be furnished by the Charter School under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the date the Charter School is given the right to possession of the Site. In addition, the District and the Board of Education of the City of Oakland shall be named as an additional insured on the liability policies and a loss payee on the property coverages for the Site. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of the Charter School under this Agreement.





**OFFICE OF CHARTER SCHOOLS**

---

**FAILURE TO OBTAIN INSURANCE.** If the Charter School fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any applicable law, the District may (but without obligation to do so), and with concurrent notice to the Charter School, perform such obligations on behalf of the Charter School, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by Charter School to the District. Charter School shall reimburse the District for cost of the premiums paid by the District for the insurance carried by the District pursuant to the terms above.

**DISTRICT INSURANCE.** During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the Site and any District-owned personal property) in amounts equal to that which would be in place if the Site were occupied by another school of the District. For services provided by the District to the Charter School, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

**Section 13. Indemnification.**

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

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



**OFFICE OF CHARTER SCHOOLS**

---

demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after the District delivers possession of the Dedicated Space to the Charter School, resulting from or arising out of the sole negligence or willful malfeasance of the Charter School, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.

**Section 14. Access.**

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

**Section 15. Surrender of Dedicated Space.**

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

**Section 16. Holding Over.**

Charter School shall surrender possession of the Site immediately upon the expiration of the term or earlier termination of this Agreement. Charter School will not be permitted to hold over possession of the Site after such expiration or earlier termination of the Term without the express written consent of the District, which consent the District may withhold in its sole and absolute discretion. Any holdover by Charter School shall constitute a breach of this Agreement by Charter School entitling the District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any hold over period, Charter School shall: (i) not occupy and use the premises during the hold over period except to remove its personal property and Alterations as it has coordinated with District; and (ii) authorize District to charge the Charter School \$100 per day (or any portion thereof) on the sixth day of the hold over and



**OFFICE OF CHARTER SCHOOLS**

---

said per day rate shall increase by 100% for each 15 day period thereafter; provided, however, that these hold over provisions shall not apply to those situations where Charter School previously made a timely and legally sufficient request under Prop. 39 for the school year to commence after the last day of the term of this Agreement, the District made a facilities offer and Charter School accepted, and there is a delay in the delivery of the facilities.

**Section 17. Liens.**

Charter School shall not suffer or permit any liens to stand against the Site, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of the Charter School any such lien shall at any time be filed against the Site, the Charter School shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the Charter School. The Charter School shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by the District to subject its estate in the Site or any estate that may be construed in favor charter school under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the Charter School whose dealings gave rise to the lien and without releasing the Charter School from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien.

**Section 18. Damage and Destruction.**

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

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

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





(3) Upon mutual agreement between the parties, Charter School may elect to pay the District for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by the District. If Charter School exercises such option, this Use Agreement shall continue in full force and effect but the Pro Rata Share Charge and all other charges, expenses and fees shall be proportionately reduced as provided above.

(4) If this Use Agreement is terminated as provided above, the District shall house Charter School's entire program that was conducted at the Charter School Premises in a single facility for the remainder of the Charter School's planned school year. If the District cannot provide Charter School with a single facility, the District shall provide Charter School with classrooms sufficient to house the Charter School's entire program that was conducted at the Charter School Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Site or at other District real property that the District deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code nothing herein shall obligate the District to expend unrestricted general fund revenues.

#### **Section 19. EMINENT DOMAIN**

**TERMINATION OF USE AGREEMENT.** This Use Agreement shall terminate if all of the Charter School Dedicated Space is permanently taken under the power of eminent domain. If only a part of the Charter School Dedicated Space is permanently taken under the power of eminent domain, the District or Charter School may elect to terminate this Use Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Use Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Charter School Dedicated Space rendered unusable, and the District shall restore the Charter School Dedicated Space by constructing a demising wall deemed necessary by the District to separate the Charter School Dedicated Space from the portion permanently taken. In the event the District terminates this Use Agreement pursuant to this Section, the District shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If the District cannot house the Charter School's entire program in a single contiguous facility, the District shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program across multiple facilities or by use of temporary modular classrooms.

**ALLOCATION OF CONDEMNATION AWARD.** In the event of a permanent condemnation or taking of all or part of the Site, the District shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the Site. Nothing contained in this Article 15 shall be deemed to give the District any interest in or to require Charter School to assign to the District any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.



TEMPORARY TAKING. No temporary taking of the Charter School Dedicated Space or any part of the Charter School Dedicated Space and/or of Charter School's rights to the Charter School Dedicated Space under this Use Agreement shall terminate this Use Agreement or give Charter School any right to any abatement of any payments owed to the District pursuant to this Use Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to the District, except as to compensation for (i) the temporary taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

#### **Section 20. Charter School's Default; District's Remedies.**

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

(1) The failure of Charter School to pay any charges or fees due and payable hereunder; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(2) The failure of Charter School to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. The District shall provide Charter School with written notice of default and Charter School shall have ten (10) business days to provide a response to the District either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by the District within which Charter School will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by the District to Charter School without prior written agreement by the District. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

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





**OFFICE OF CHARTER SCHOOLS**

---

(4) The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or received to take possession of substantially all of the Charter School's assets located at the Charter Schools Dedicated Space, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Charter Schools Dedicated Space or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

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

DISTRICT'S REMEDIES. (1) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall have the right, in addition to all other rights available to the District under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a ninety (90) day prior written notice of termination. Upon termination, the District may recover any damages proximately caused by Charter School's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by the District in an effort to mitigate damages, as well as any other damages which the District is entitled to recover under any statute now or later in effect.

(2) In accordance with Civil Code section 1951.4 (or any successor statute), Charter School acknowledges that in the event Charter School has breached this Agreement and abandoned the Site, this Agreement shall continue in effect for so long as the District does not terminate Charter School's right to possession, and the District may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Charter School Dedicated Space or the appointment of a receiver upon initiative of the District to protect the District's interest under this Agreement shall not constitute a termination of Charter School's right to possession. In addition to its other rights under this Agreement, the District has the remedy described in Civil Code section 1951.4.

(3) In the event of any default by Charter School and if Charter School fails to cure such default within a the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall also have the right, with or without terminating this





Agreement, to enter the Charter School Premises or Charter School Shared Premises and remove all persons and personal property from the Site, such property being removed and stored in a public warehouse or elsewhere at Charter School's sole cost and expense. No removal by the District of any persons or property in the Site shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by the District in writing, or decreed by a court of competent jurisdiction. The District's right of entry shall include the right to remodel the Charter School Premises or Charter School Shared Premises and re-let the Charter School Premises or Charter School Shared Premises. Any payments made by Charter School or third party to whom the facilities are re-let shall be credited to the amounts owed by Charter School under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.

(4) If Charter School fails to perform any covenant or condition to be performed by Charter School within a the time period specified in this Agreement after Charter School received written notice of such failure from the District, the District may perform such covenant or condition at its option, after notice to Charter School. In the event of an Emergency, the District has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by the District in so performing shall be reimbursed to the District by Charter School in accordance with section 5.2 hereof. Any performance by the District of Charter School's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by the District in collecting payments due, or enforcing the obligations of Charter School under this Use Agreement shall be paid by Charter School to the District.

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

#### **Section 21. The District's Default; Charter School's Remedies.**

**DISTRICT'S DEFAULT.** The District shall be considered in default of this Agreement for failure by the District to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case the District shall perform its obligations immediately). Charter School shall provide the District with written notice of default and the District shall have ten (10) business days to provide a response to Charter School either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to Charter School within which the District will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by Charter School without prior written agreement by Charter School.

**CHARTER SCHOOL'S REMEDIES.** If the District fails to perform any covenant or condition to be performed by the District within the time period specified above, after the District received written notice of such failure from Charter School, Charter School shall have the right to withhold payment as



**OFFICE OF CHARTER SCHOOLS**

---

its remedy for the District non-performance. In the event of an Emergency, Charter School has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually incurred by Charter School as a result of the District's failure to perform under this Use Agreement, in collecting payments due, or enforcing the obligations the District under this Use Agreement shall be paid by the District to Charter School within thirty (30) days of written demand therefor, or applied as a credit against the Pro Rate Charge.

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

**Section 22. Capacity to Sign.**

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

**Section 23. Notice.**

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

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

If to the School:        Education for Change  
                                    Lazear Charter Academy  
                                    303 Hegenberger Road, Suite 301  
                                    Oakland, CA 94621  
                                    Attn: School Director

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery



thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Section 24. Dispute Resolution.**

Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employee(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days





after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

**Section 25. Subcontract and Assignment.**

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party.

**Section 26. Independent Status.**

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 27. Entire Agreement of Parties.**

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

**Section 28. California Law.**

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

**Section 29. Attorneys' Fees.**

If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**Section 30. Waiver.**



**OFFICE OF CHARTER SCHOOLS**

---

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

**Section 31. Successors and Assigns.**

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

**Section 32. Modifications.**

Modifications of this Agreement may be made by mutual written agreement at any time and must express intent to modify this Agreement. Any modification of this agreement must be in writing and executed by duly authorized representatives of both parties.

**Section 33. Force Majeure.**

Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

**Section 34. Counterparts.**

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 35. Captions.**

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

**Section 36. Construction.**

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



OFFICE OF CHARTER SCHOOLS

**Section 37. Severability.**

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

**Section 38. Incorporation of Recitals and Exhibits.**

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London  
Jody London, President, Board of Education

6/28/12  
Date

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary, Board of Education

6/28/12  
Date

**APPROVED AS TO FORM:**

Cate Beskoff  
Cate Beskoff, OUSD Facility Counsel  
General Counsel

6/20/2012  
Date

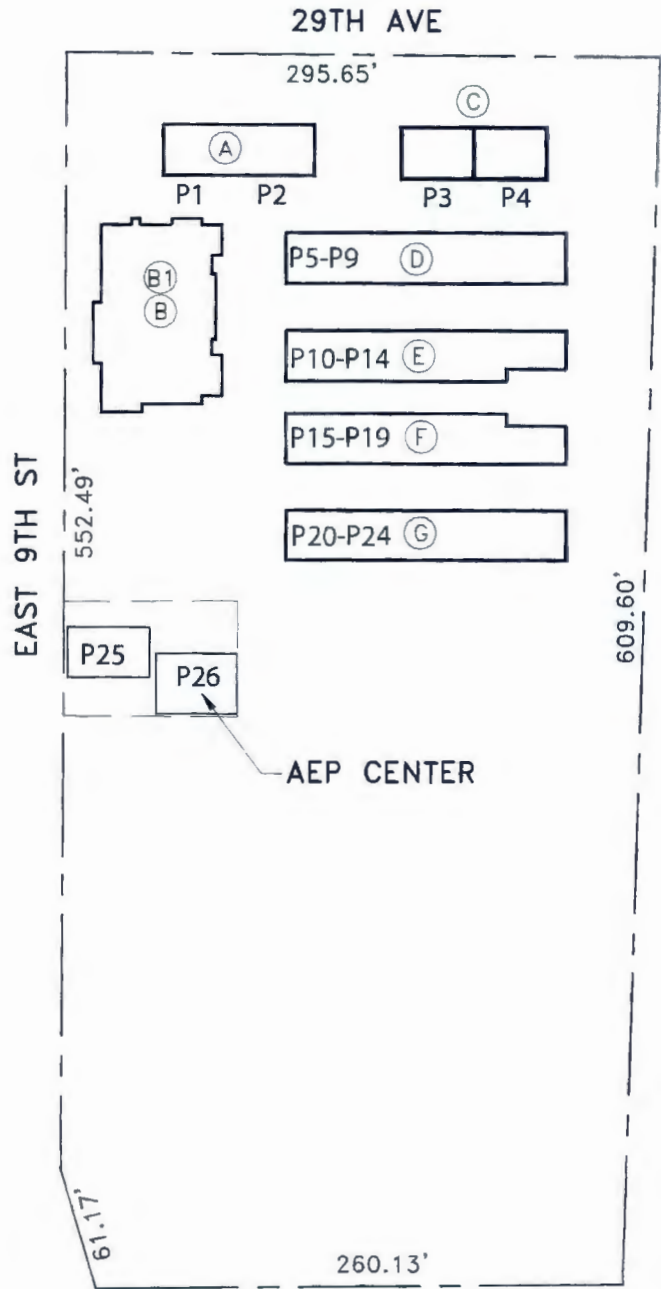
**CHARTER SCHOOL**

By: Patrick Haney  
Title: Chief Operating Officer

Date: 10/14/13

File ID Number: 12-1842  
Introduction Date: 6-27-12  
Enactment Number: 12-1632  
Enactment Date: 6-27-12  
By:





Not drawn to scale

### 132 - Lazear Elementary School - Site Plan

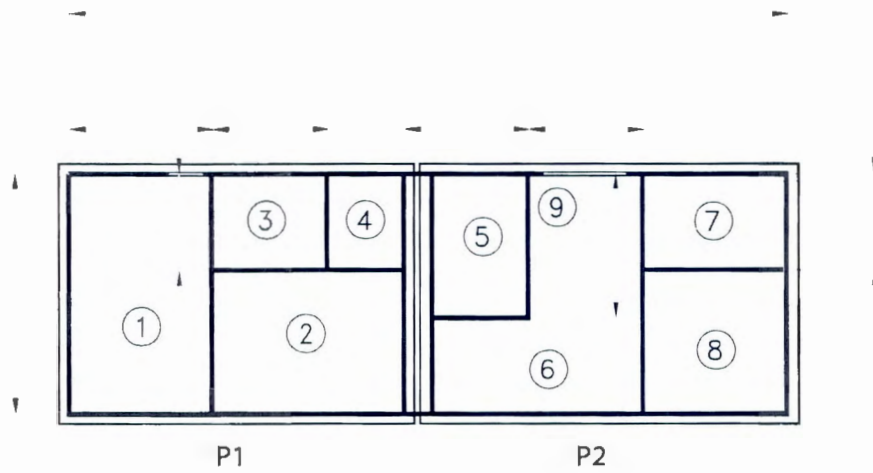
824 29th Avenue - Oakland, CA 94601-2205

**MKTHINK**

Roundhouse One, 300 Sansome Street, San Francisco, CA 941  
 mkthink.com 415 402 0888

2012





Not drawn to scale

## 132 - Lazear Elementary School - Unit A

824 29th Avenue - Oakland, CA 94601-2205

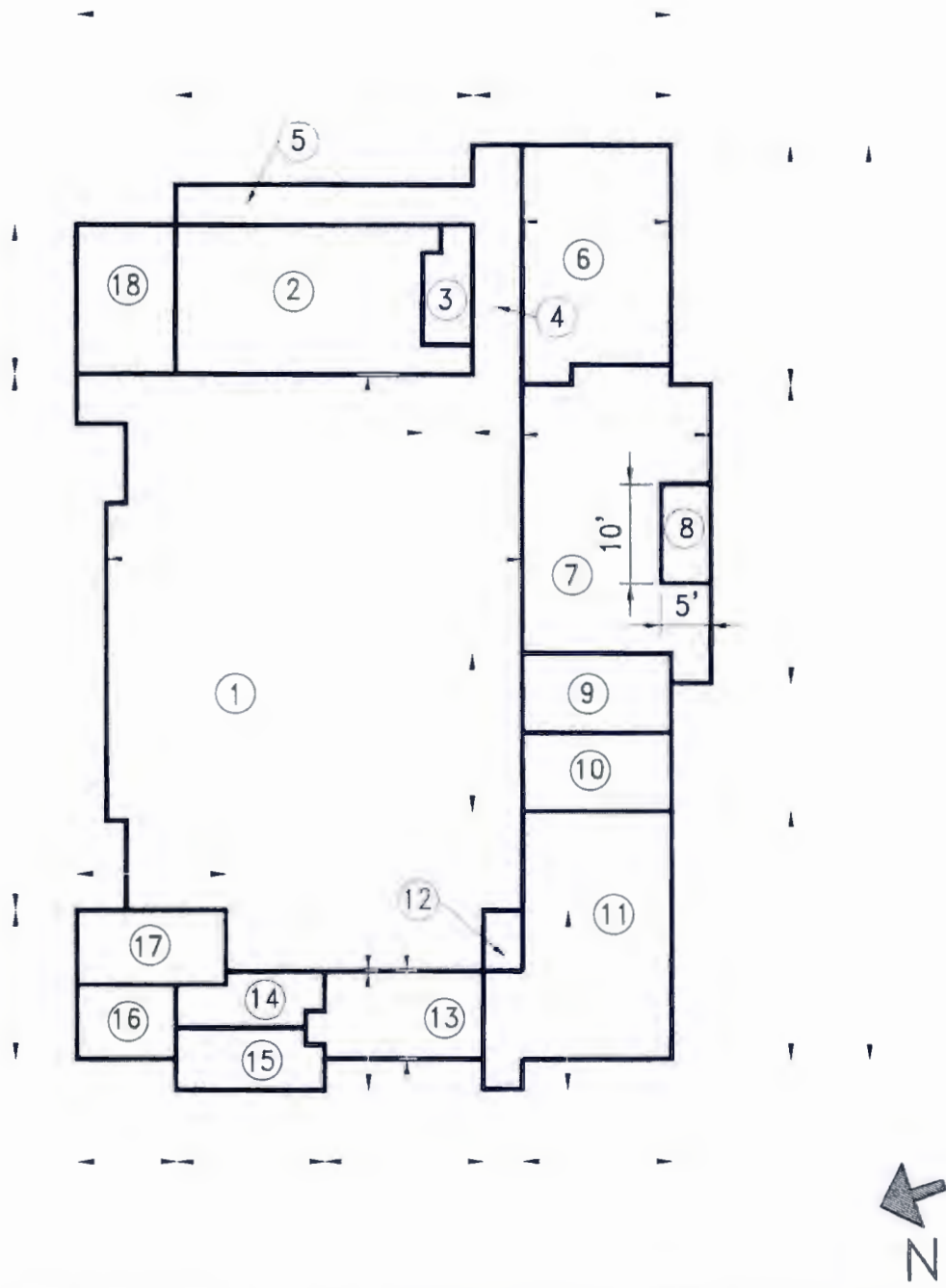
MKTHINK

Ramdhaniya Cho, 1500 Sansome Street, San Francisco, CA 94111  
mkthink.com 415 402 0858

2012

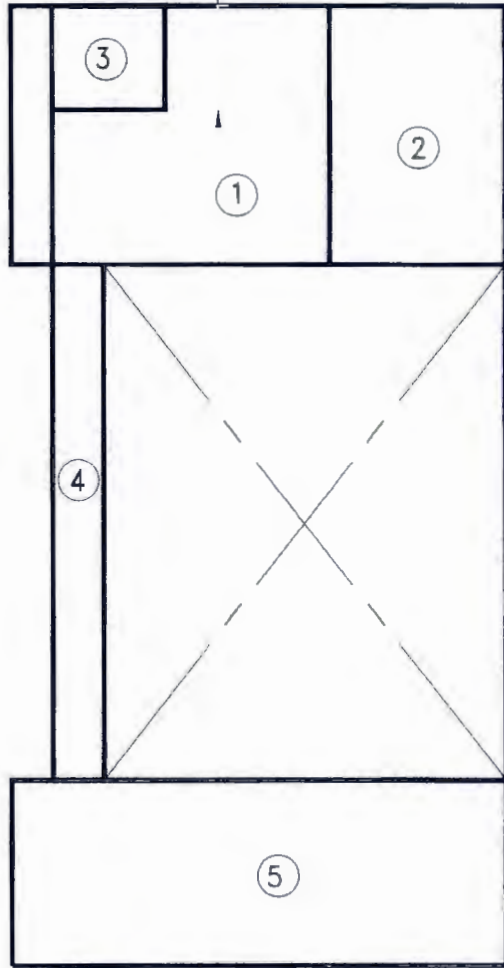


OAKLAND UNIFIED  
SCHOOL DISTRICT



132 - Lazear Elementary School - Unit B  
 824 29th Avenue - Oakland, CA 94601-2205





Not drawn to scale

132 - Lazear Elementary School - Unit B1

824 29th Avenue - Oakland, CA 94601-2205

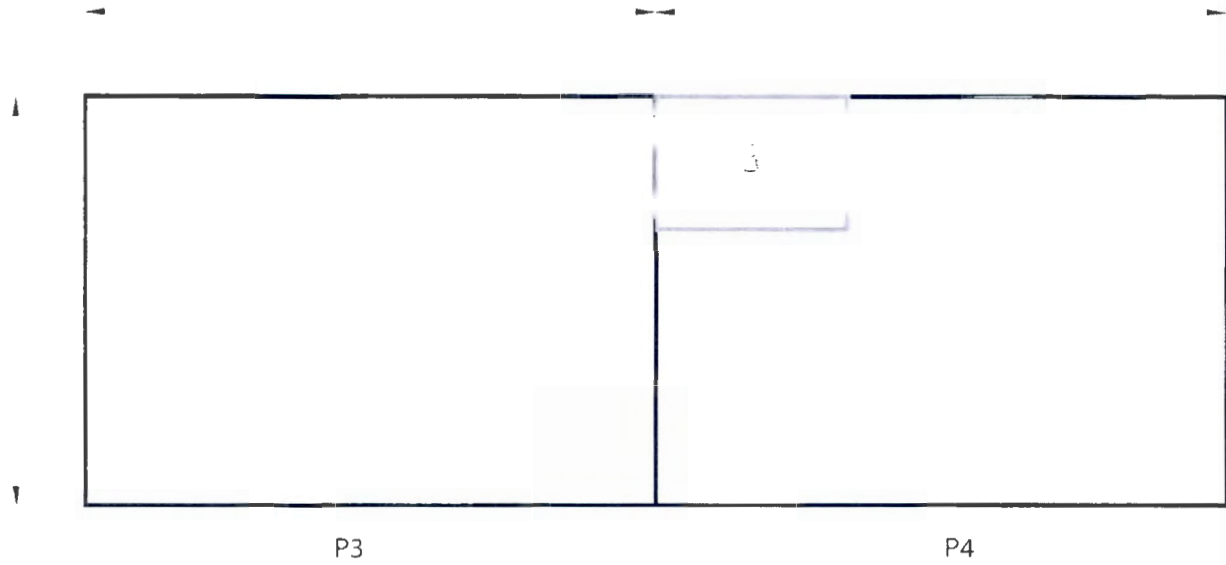
MKTHINK

Roundhouse City, 500 Sansome Street, San Francisco, CA 94111  
mkthink.com 415 402 0888

2012



OAKLAND UNIFIED  
SCHOOL DISTRICT



P3

P4



Not drawn to scale

### 132 - Lazard Elementary School - Unit C

824 29th Avenue - Oakland, CA 94601-2205

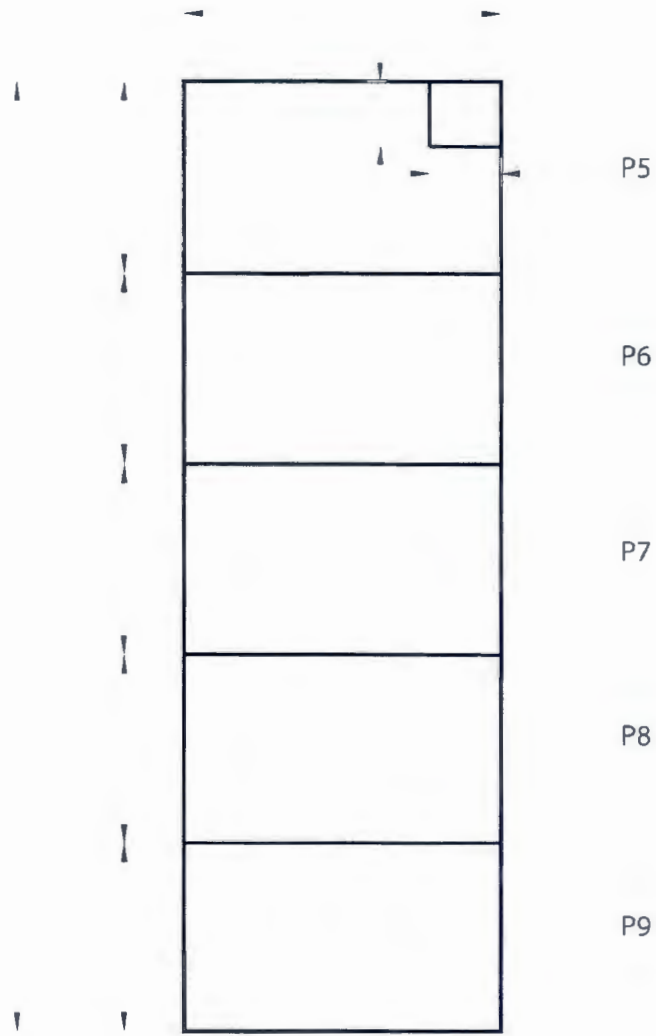
WORTHINK

1000 Lakeside Drive, Suite 200, Oakland, CA 94612  
 Phone: 510.434.0000

2012



OAKLAND UNIFIED  
 SCHOOL DISTRICT



Not drawn to scale

132 - Lazear Elementary School - Unit D  
 824 29th Avenue - Oakland, CA 94601-2205

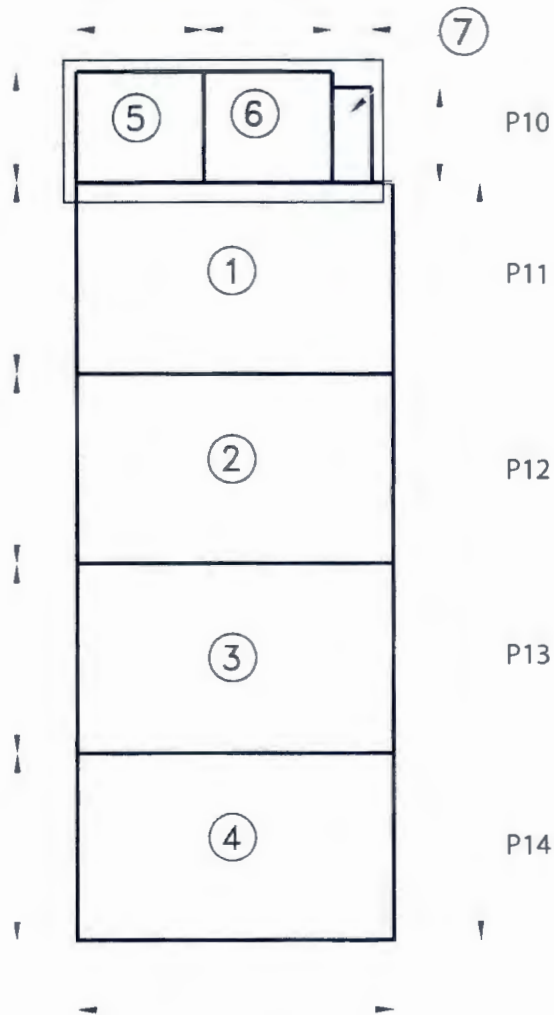
MKTHINK

Roundhouse One, 1500 Sansome Street, San Francisco, CA 94111  
 mkthink.com 415 402 0668

2012







Not drawn to scale

### 132 - Lazear Elementary School - Unit E

824 29th Avenue - Oakland, CA 94601-2205

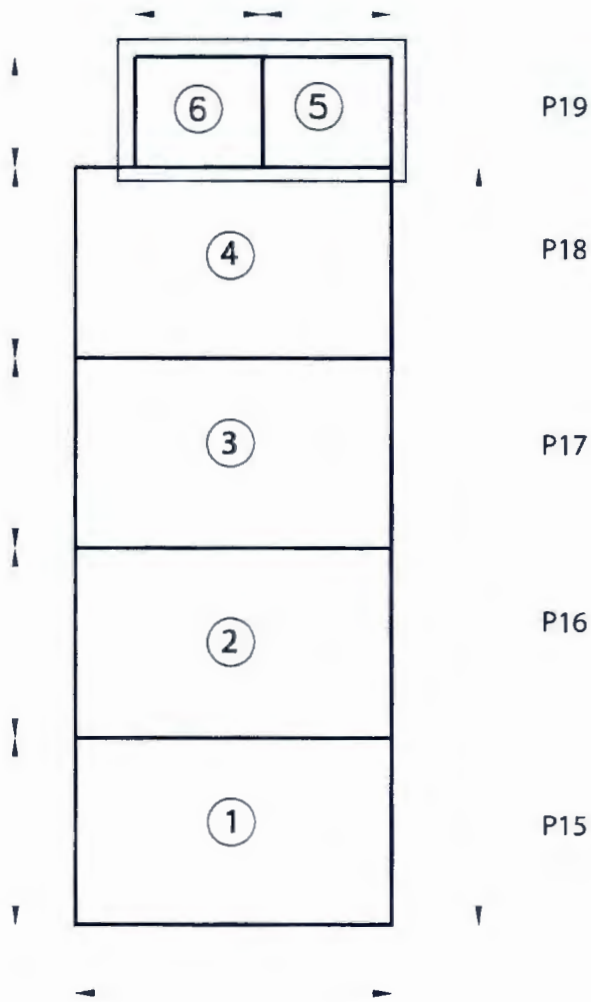
MKTHINK

Roundhouse One, 1500 Sansome Street, San Francisco, CA 94111  
mkthink.com 415 402 0668

2012



OAKLAND UNIFIED  
SCHOOL DISTRICT



Not drawn to scale



### 132 - Lazear Elementary School - Unit F

824 29th Avenue - Oakland, CA 94601-2205

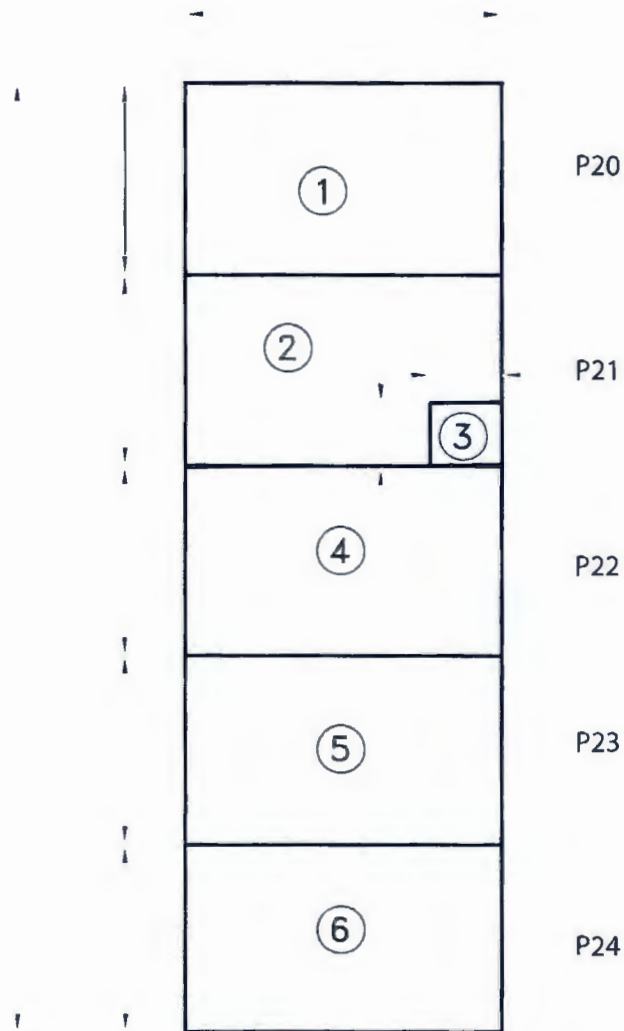
MKTHINK

Roundhouse One, 1500 Sansome Street San Francisco, CA 941  
 mkthink.com 415.402.0888

2012



OAKLAND UNIFIED  
 SCHOOL DISTRICT



Not drawn to scale



## 132 - Lazear Elementary School - Unit G

824 29th Avenue - Oakland, CA 94601-2205

MKTHINK

Roundhouse One, 1500 Sansome Street, San Francisco, CA 941  
 mkthink.com 415 402 0668

2012



OAKLAND UNIFIED  
 SCHOOL DISTRICT



---

**Exhibit B: Guide for Charter Schools in  
Oakland Unified School District Facilities  
2012-2013**



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

OFFICE OF CHARTER SCHOOLS

---

# Guide for Charter Schools in Oakland Unified School District Facilities 2012-2013

**Important Contact Information:**

- OUSD Buildings & Grounds: 955 High Street Oakland, CA 94601  
Phone: (510) 879-8397 Fax: (510) 879-8393
- OUSD Office of Charter Schools: 4551 Steele Street, Main Building, Rm. 11, Oakland, CA 94619  
Phone: (510) 336-7500 ext. 1 Fax: TBD



Buildings & Grounds Work Order Protocol

Please note: work orders are to be placed by designated Site Staff only. Please designate a minimum number of staff responsible for placing work orders so as to minimize confusion and the opportunity for miscommunication.

1. Contact work control center at (510) 879-8400 with the following information:
  - a. Site Name (Site Number if applicable)
  - b. Contact Name and Phone Number
  - c. Exact nature of request (i.e. 2 light fixtures broken/missing in room 2 Main Building vs. replace light fixtures) – Please specify if EMERGENCY
  - d. Specific location (Building/Room Number/Area)
  - e. Obtain your Work Order number; this is critical for tracking your order

Work Control Hours are Monday through Friday, 7:30am – 4:00pm

1. If there is an emergency and there is no answer, contact the Main Office: (510) 879-8397.
2. If it is after hours (for emergency only), contact On-Call Manager: (510) 277-7284.

The Work Control Center has the responsibility of evaluating and assigning a priority level to all work requests. General Priority Levels and Time Lines are as follows<sup>1</sup>:

1. Emergency Requests: same day response whenever possible or next business day, depending on nature of problem and time received.
  - Emergencies consist of repairs/replacements that need to be addressed immediately in order to protect the health and safety of a student, employee or other person at the site and/or prevent damage to the integrity of the site.
2. Non-emergency requests that require immediate attention, but do not require same day service completed within 1-7 business days.
  - Requests of a general nature that do not pose an immediate threat to the safety of the facility or its occupants to be completed within 10-30 business days.
  - If you have placed a work order and the request has not been addressed within the allotted timeframe, please follow up with the Work Control Center at (510) 879-8400. Have your work order number and date of request.



For pest management and custodial requests contact Custodial Services at (510) 879-8352.

For environmental concerns contact Risk Management at (510) 879-8588.

<sup>1</sup> See Buildings & Ground Prioritization List for more detail.





**OFFICE OF CHARTER SCHOOLS**

Buildings & Grounds Prioritization of Work Orders

The Work Control Center has the responsibility of evaluating and assigning a priority level to all work requests received<sup>2</sup>. The Priority Levels and Time Lines are as follows:

**Priority Level 1 - Emergency Requests** – Repairs that pose a health and safety concern and require immediate attention. Same day response whenever possible or next business day, depending on nature of problem and time received.

- Gas & Water Leaks (non-roofing)
- Power Shortage
- Hazards
- Sewer backups
- Graphic graffiti
- Floods
- Gain entries
- Elevator malfunction; trapped in shaft
- No Heat (entire bldg)/ No Ventilation – Priority Order: 1) CDC, 2) Elementary, 3) Middle, 4) High, 5) Admin/Adult Ed
- Missing storm drain cover
- Playground equipment
- Communication/Clocks/Bells
- Fallen Trees/Branches
- Personnel locked-in building
- Vandalized Toilet Fixtures

**Priority Level 2 - Non-emergency requests** – Repairs that require immediate attention, but do not require same day service. Requests to be completed within 1-7 business days.

- General graffiti
- Ramp repair
- Drinking fountain
- Urinal/toilet backup
- Potholes
- Roof leaks
- Broken windows/doors/hardware/restroom accessories
- Fence repair
- Re-keying/replacement of keys
- Intrusion/fire alarm repair
- Light bulbs (5 or more)
- No Heat (specific rooms) –Priority Order: 1)CDC 2)Elementary 3)Middle 4)High 5)Admin/Adult Ed
- Thermostat Adjustment

<sup>2</sup> Please note that the prioritization list governs work orders for both district and charter schools. In some cases, the items listed may be the responsibility of the charter school. Refer to the Responsibility Matrix and your Facility Use Agreement for more information.



**OFFICE OF CHARTER SCHOOLS**

---

Priority Level 3 - Requests of a general nature that do not pose an immediate threat to the safety of the facility or its occupants. Requests to be completed within 10-30 business days.

- Light bulbs (5 or less)
- Missing tiles (ceiling/floor)
- Signage
- Broken windows (2<sup>nd</sup> floor)
- Furniture/fixture repair
- Security lights (3 or more)

Priority Level 4 - Deferred Maintenance/Improvement Services. Improvement requests take precedence over existing Facility small projects, additions, modifications and all work requests not associated with a repair of the facility. All work requests assigned a Level 4 Priority will be reviewed on a case-by-case basis and discussed with the appropriate parties for items such as funding, feasibility and timeline for completion.

- Chalkboards
- Pin boards
- Partition walls
- Cabinetry
- Landscaping
- Enhancement painting
- Fencing additions
- Electrical additions (i.e. computer lab)



Facility Task Responsibility Matrix

Below is a comprehensive list of facilities tasks that may arise at your site. The responsibility for each task, whether District or charter school, has been established by the facilities department as a baseline. Each charter school's specific Facility Use Agreement dictates the ultimate responsible party, and if the Agreement is not in alignment with the below matrix, the Agreement shall trump the matrix.

Table with 3 columns: Task, Charter School, OUSD. Lists 31 tasks such as 'Broken lock replacement/repair', 'Broken window replacement', etc., with corresponding responsibility assignments.

3 Where "repair" and "replacement" are cited, this notes a distinction in responsibility. For many tasks, a repair is the responsibility of the charter school, while replacement is the responsibility of the district.

4 A distinction of whether a repair is routine or non-routine may be easily made. When it is not, consultation with District facilities staff may be necessary.





EXHIBIT C

**Fees, Allocation, and Payment Schedule**

Total Square Footage at Site	29,531
Charter School Dedicated Space plus Proportion of Shared Spaces	29,531
% of Site Use (based on teaching stations)	100%

**Pro Rata Charge for 2012-2013**

Fee per square foot: \$2.95

Total chargeable square footage (above): 29,531

Total charge to Charter School: \$87,116.45

**Utilities**

% of Site Use: 100%

**Custodial Services**

% of Site Use: 100%

**Student Records Services**

Annual fee: to be determined

**Payment Schedule**

25% by October 1

25% by December 1

25% by April 1

25% by July 1