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Enactment Date	8/9/2023 CJH



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Joshua R. Daniels, Chief Governance Officer
 Dexter Moore Jr, Acting Chief of Staff
 Pranita Ranbhise, Director, Facilities Planning & Management

Meeting Date August 9, 2023

Subject Addendum to Use Agreement (for a Portion of Former Parker School) by and between OUSD and the Roots Community Health Clinic

Ask of the Board Adoption by the Board of Education of the Addendum to the Use Agreement (for a Portion of Former Parker School) by and between OUSD and the Roots Community Health Clinic, for a term of July 1, 2023, through June 30, 2028, setting the annual payment at \$69,380 for 2024-25, with annual increases of 5% thereafter as set forth in the Use Agreement

Background In October 2022, the OUSD Board of Education (“Board”) passed Resolution No. 2223-0030 - Proposal to Use Former Parker School Facilities for Adult Education and Community Programs, Resources, and Services, which “direct[ed] the Superintendent or designee to create and issue a request for proposals (‘RFP’) for one or more local organizations to offer those programs, resources, and services that meet the needs of the East Oakland community and/or manage the assigned portion of the former Parker School facilities and subcontract with other local organizations that offer those programs, resources, and services that meet the needs of the East Oakland community.”

In addition, the Resolution stated: “the RFP shall be issued by October 31, 2022 (or later if the Superintendent deems necessary), the final recommended proposal shall be brought to Board for consideration at a March 2023 Board Meeting (or later if the Superintendent deems necessary), and any resulting agreements with third parties shall be brought to Board for consideration by June 30, 2023 (or later if the Superintendent deems necessary).”

Consistent with the Resolution, staff issued the RFP on or about October 31, 2022. It was posted on the District website and shared with former Parker families and with all the community organizations that were part of the listening sessions prior to the passing of the Resolution. In addition, staff shared the RFP with Board Members to share with constituents.

Staff held a Question & Answer session on November 17, 2022 at the Former Parker Facility. Three different organizations expressed interest in attending and two organizations attended. All the questions and answers were posted on the District website on or about December 12, 2022. Proposals were received on or about January 20, 2023). In March 2023, the Board selected the proposal submitted by the Roots Community Health Clinic.

The Use Agreement with Roots, approved by the Board on June 28, 2023, for use of a portion of the space at the Former Parker Facility included the following key terms and conditions:

- Permissible Uses: Roots, as the Lead Agency, would use the Premises as an educational and empowerment hub for individuals, families, and neighborhoods of East Oakland. Roots, in partnership with Merritt College and East Oakland Youth Development Center (and possibly other collaborators and supporters), would offer an array of courses, workshops, and services designed to offer residents the skills, knowledge, and support to achieve and nurture their health and well-being, participate successfully in the marketplace, develop sustainable economic opportunities for East Oakland, and embrace their potential to become civic, cultural, and artistic leaders.
- Term: July 1, 2023, through June 30, 2028.

Discussion

Under the Use Agreement, Exhibit C—which was to specify the rooms in the Former Parker Facility to which Roots would be given exclusive use and/or access—was to be created, in good faith, by the Parties after the adoption of the Use Agreement and then be subsequently adopted by the Parties and incorporated into the Use Agreement as an amendment or addendum. Consistent with this direction, the Parties met over the summer and have created, in good faith, the proposed addendum, which establishes the rooms Roots is to be given exclusive use and/or access to and the square footage of those rooms. (Roots will only be charged the square footage rate for those room to which it is given exclusive use.) The total square footage is 6,938.

Fiscal Impact

At a rate of \$10.00 per sq. ft, the annual payment due by Roots to the District is \$69,380 for 2024-25, with annual increases of 5% as set forth in the Use Agreement. All payments over the course of the Use Agreement will total \$299,036.47. Under the Use Agreement, no payment is due for 2023-24.

Attachment(s)

- Addendum to the Use Agreement (for a Portion of Former Parker School) by and between OUSD and the Roots Community Health Clinic
- Use Agreement (for a Portion of Former Parker School) by and between OUSD and the Roots Community Health Clinic

**USE AGREEMENT
PORTION OF FORMER PARKER SCHOOL
(7929 Ney Ave., Oakland, CA 94605)**

Exhibit C

Description of Property, Premises, and Payment Amounts

RECITALS

WHEREAS, on June 28, 2023, the OUSD Board of Education (“Board”) and Roots Community Health Center (“Lead Agency”) entered into a Use Agreement (“Agreement”) for a portion of the Former Parker School located at 7929 Ney Ave., Oakland, CA 94605 (“Property”), with the term “Premises” being defined as portion of the Property that Lead Agency is to be given access under the Agreement;

WHEREAS, the Agreement included Exhibit C, which was to blank at the time the Agreement was adopted;

WHEREAS, Section 1.b of the Agreement states: “Exhibit C shall be created, in good faith, by the Parties subsequent to the adoption of this Agreement and shall be subsequently adopted by the Parties and incorporated into this Agreement as an amendment or addendum. It shall be the Superintendent or designee who shall be responsible for working with Lead Agency to create Exhibit C on behalf of OUSD. The Parties agree that the Superintendent may sign the Exhibit C amendment or addendum on behalf of OUSD, which shall make it effective, and Lead Agency may act on that signed Exhibit C amendment or addendum prior to it being ratified by the Board”;

WHEREAS, the Parties have, in good faith, created this Addendum to the Agreement (“Addendum”) to be used and referenced as Exhibit C of the Agreement and to be incorporated into the Agreement henceforth.

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

1. The Premises shall be defined as the rooms in Attachment A (attached hereto and incorporated herein by reference) to which Lead Agency has “Exclusive Use” as stated therein and Lead Agency shall have the right to use such rooms for the purposes as set forth in the Agreement.
2. The total square footage of the Premises is 6,938 sq. ft.

3. At a rate of \$10.00 (ten dollars and zero cents) per sq. ft, the annual payment due by Lead Agency to District is \$69,380 for 2024-25, with annual increases as set forth in the Agreement.
4. Notwithstanding any other language in the Agreement, the Lead Agency shall have full access to the rooms listed in Attachment A to which Lead Agency has "Access" as stated therein. "Access" refers to the ability of Lead Agency to access such rooms and use them for its purposes as set forth in the Agreement provided that the use by Lead Agency does not limit District's ability to use such rooms (or any other aspect of the Property) as District sees fit. Additionally, with respect to the rooms to which Lead Agency has access:
 - a. Lead Agency will not use them for storage, will keep them free and clear of debris and other items related to Lead Agency's use, and will promptly notify District upon identification of potential need for custodial services, maintenance, or repairs; and
 - b. In addition to the payments required by the Agreement (and as articulated in Paragraph 3 of this Addendum), Lead Agency shall pay the costs of additional custodial services and shall pay the costs of repairs arising from its use.
5. The Parties agree (i) the list of rooms and the map of rooms in Attachment A are intended to be aligned for the purposes of determining which rooms Lead Agency has exclusive use, which rooms Lead Agency has access, and which rooms Lead Agency has no right to enter or use and (ii) that, to the extent the list of rooms and the map of rooms in Attachment A are not aligned with each other, the list of rooms shall prevail.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Lead Agency

Name: _____ Signature: _____

Position: _____ Date: _____

Oakland Unified School District

Name: Mike Hutchinson Signature: 

Position: President, Board of Education Date: 8/10/2023

- Board President
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: 

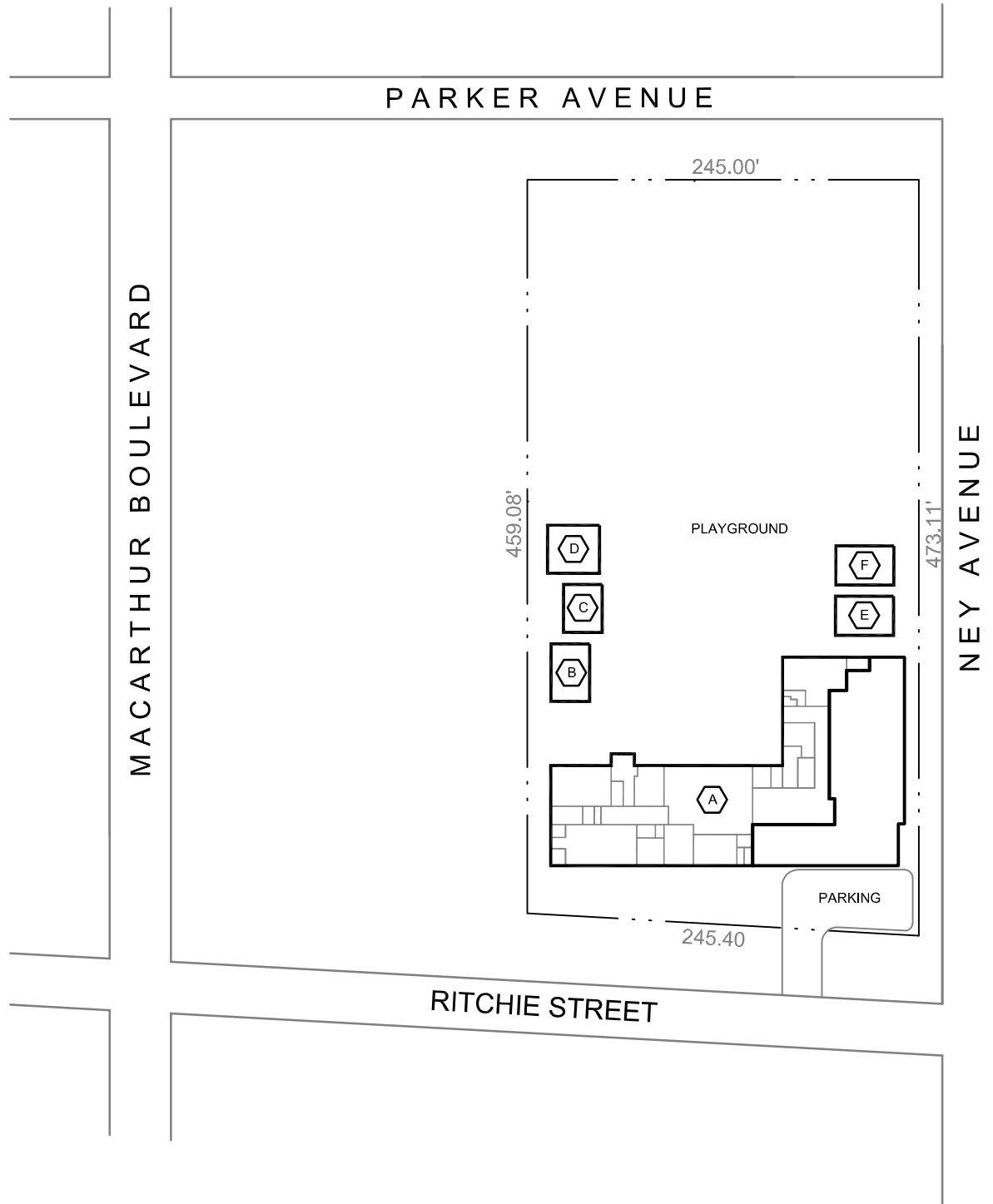
Position: Secretary, Board of Education Date: 8/10/2023

Approved as to form by OUSD Legal Department

Attachment A

Floor	Rm #	Description	Type of Use	Sq. Ft
BLDG A-F Basement	111A	Work Alcove	Exclusive Use	270
	111B	Storage	Exclusive Use	
	111	Kindergarten Classroom	Exclusive Use	896
	112	Toilet Kindergarten	Exclusive Use	75
	113	Corridor	Access	
	116	Stairs	Access	
BLDG A-F 1st Floor	101	Cafeteria	Access	
	102	Kitchen	Access	
	103	Hall	Access	
	105	Toilet Staff	Access	
	107	Hall	Access	
	116	Stairs	Access	
	117	Toilet Girls	Access	
	119	Toilet Girls	Access	
	120	Corridor	Access	
	122	Toilet Boys	Access	
Building A - 2nd Floor Plan	200	Stairs	Access	
	202	Work Alcove	Exclusive Use	328
	204	Staff Lounge	Exclusive Use	299
	205	Toilet Staff	Access	
	206	Classroom	Exclusive Use	931
	208	Classroom	Exclusive Use	898
	209	Classroom	Exclusive Use	876
	210	Corridor	Access	
	211	Classroom	Exclusive Use	927
	213	Speech/Nurse	Exclusive Use	120
	214	Nurse	Exclusive Use	222
	215	Stairs	Access	
	224	Toilet Staff	Access	
	225	Toilet Staff	Access	
	226	Storage	Exclusive Use	59
	227	Kitchen	Exclusive Use	78
	228	Classroom	Exclusive Use	387
	229	Corridor	Access	
	230	Stairs	Access	
	231	Storage	Exclusive Use	26
232	Toilet Staff	Access		
233	Mentoring Program Room	Exclusive Use	333	
234	Psychologist/Storage	Exclusive Use	213	
235	Hallway/Stairs	Access		
237	Auditorium	Access		

TOTAL 6,938



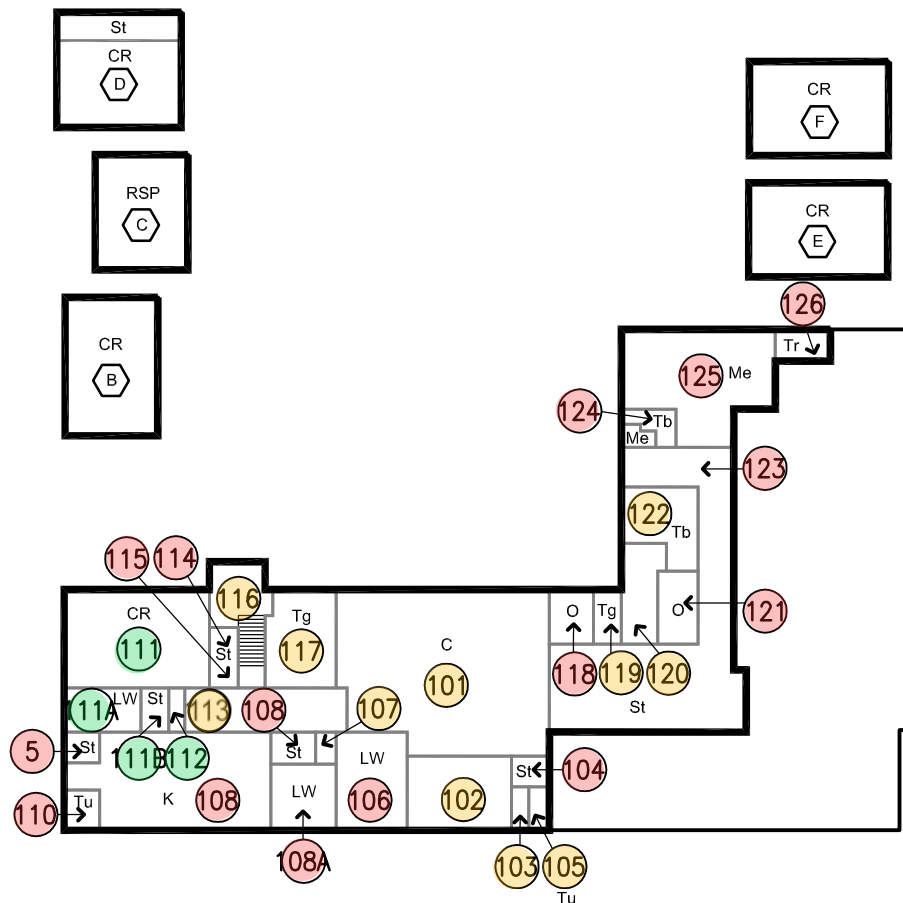
SITE PLAN

144 - PARKER ELEMENTARY SCHOOL
 7929 NEY AVENUE, OAKLAND, CA 94605-3311



Date: 1/18/2013

Scale: 1"=100'-0"



BLDG A-F - 1ST FLOOR PLAN

Legend:

- Red - Allocated to Oakland Unified School District
- Green - Allocated to Roots Community Health Center
- Yellow - Shared
- No Color - Available

Notes:

1. BLDG A-F - 1st Floor Plan includes rooms on the basement floor.
2. 101, 102, 103, and 105 are shared but without limit on District use.



BLDG A-F - 1ST FLOOR PLAN
 144 - PARKER ELEMENTARY SCHOOL
 7929 NEY AVENUE, OAKLAND, CA 94605-3311

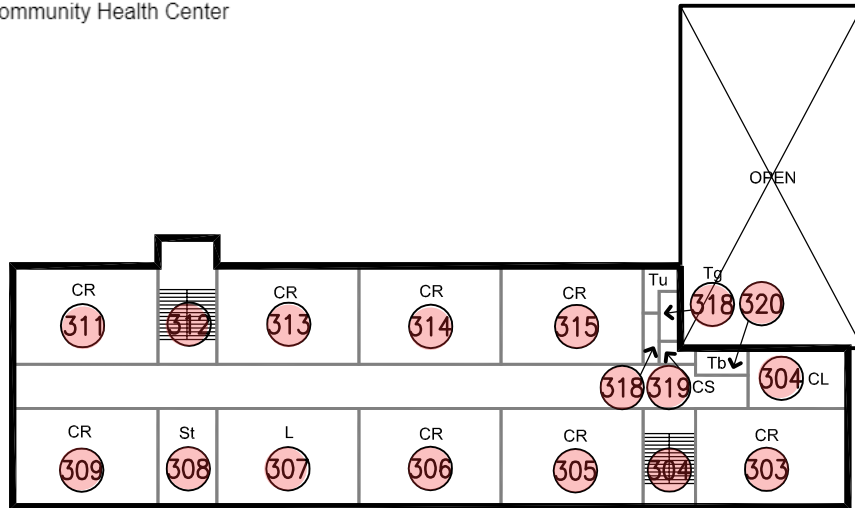


Date: 1/18/2013

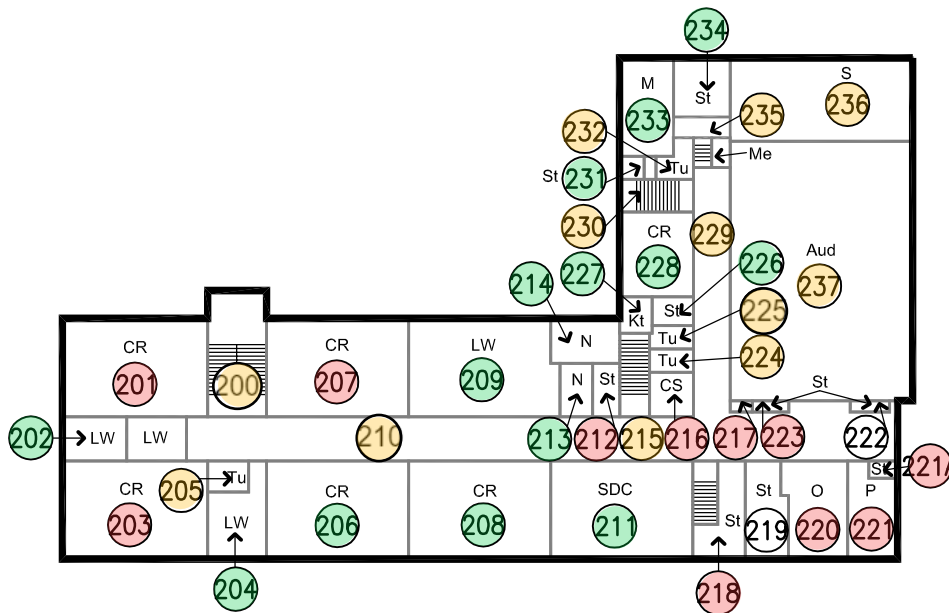
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Legend:

- Red - Allocated to Oakland Unified School District
- Green - Allocated to Roots Community Health Center
- Yellow - Shared
- No Color - Available



BLDG A - 3RD FLOOR PLAN



BLDG A - 2ND FLOOR PLAN



**USE AGREEMENT
PORTION OF FORMER PARKER SCHOOL
(7929 Ney Ave., Oakland, CA 94605)**

This Use Agreement (“Agreement”) is made by and between the Oakland Unified School District (“District” or “OUSD”) and Roots Community Health Center (“Lead Agency”). District and Lead Agency may be individually referred to herein as a “Party,” or may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on October 6, 2022, the OUSD Board of Education (“Board”) approved Resolution No. 2223-0030 - Proposal to Use Former Parker School Facilities for Adult Education and Community Services (“Resolution”), which approved the use of the former Parker School facilities for purposes of Adult Education and community programs, resources, and services;

WHEREAS, the Resolution directed the Superintendent or designee to create and issue a request for proposals (“RFP”) for one or more local organizations to offer programs, resources, and services that meet the needs of the East Oakland community and/or manage the assigned portion of the former Parker School facilities and subcontract with other local organizations that offer such programs, resources, and services;

WHEREAS, the RFP, attached hereto as Exhibit A and incorporated herein by reference, was published on or about October 31, 2022, proposals were received on or about January 20, 2023 (including a proposal from Lead Agency), and Lead Agency’s proposal (“Proposal”), attached hereto as Exhibit B and incorporated herein by reference, was selected by the Board;

WHEREAS, the Parties seek to move forward with this Agreement, effective July 1, 2023, but require more time to finalize the specific rooms and other portions of the Property, as defined herein, that Roots shall have the right to use under this Agreement and the associated annual payment amounts; and

WHEREAS, this Agreement will enable Roots to begin to move into the Premises in the month of July in order to begin serving the community as soon as possible.

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

AGREEMENT

1. Property and Premises.

- a. Property and Premises. Notwithstanding Exhibit A or any other provision of this Agreement, the “Property” shall be the entire parcel and associated buildings, grounds, structures, and other real property and the “Premises” shall be the portion of the Property described in Exhibit C. Pursuant to this Agreement, District is permitting Lead Agency to use the Premises for the purposes established in the Proposal. “Common Areas” shall be the areas shared by Lead Agency and District, such as hallways and corridors, stairways, restrooms, elevator, playground, outdoor field, kitchen, cafeteria, and auditorium/multi-purpose room, also as described in Exhibit C. Lead Agency is not permitted to use (even on a one-time or shared basis) any other portion of the Property without written permission from District’s Legal Department.
- b. Exhibit C. Exhibit C shall be created, in good faith, by the Parties subsequent to the adoption of this Agreement and shall be subsequently adopted by the Parties and incorporated into this Agreement as an amendment or addendum. It shall be the Superintendent or designee who shall be responsible for working with Lead Agency to create Exhibit C on behalf of OUSD. The Parties agree that the Superintendent may sign the Exhibit C amendment or addendum on behalf of OUSD, which shall make it effective, and Lead Agency may act on that signed Exhibit C amendment or addendum prior to it being ratified by the Board.

2. Title to Property. The Parties acknowledge that title to the Property and Premises is held by District and that nothing herein is intended to modify District’s title.

3. Use of Property.

- a. Permitted Uses. District agrees to allow use of the Premises by Lead Agency for the purposes outlined in the Proposal unless prohibited by the RFP, this Agreement, OUSD Board Policies or Administrative Regulations, or otherwise by law. Such permitted uses include (but are not limited to) subcontracting with other entities consistent with the Proposal as long as all subcontractors agree, via a subcontract with Lead Agency, to be held to and abide by the same obligations as set forth in this Agreement for Lead Agency, provided that Lead Agency may not seek or collect from subcontractors more than their pro rata share of the Monthly Payment plus Lead Agency’s operational, management, and maintenance costs. Additionally,
 - i. Lead Agency’s hours of operation on the Premises are limited to the following: 7:30 a.m. to 8:00 p.m., Monday through Friday, not including District holidays, unless the Parties otherwise agree in advance in writing. Lead Agency shall pay costs related to after hours and weekend use, including OUSD staff costs.

- ii. Lead Agency may use Common Areas to support use of Premises. The Parties shall meet in good faith to work out a process to determine a schedule and prioritization, if necessary, for use of such Common Areas.
 - iii. Lead Agency shall abide by District policies, regulations, and directives concerning the use of parking. Lead Agency shall instruct its employees, agents, subcontractors, visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Lead Agency shall not abandon or permit to be abandoned any inoperative vehicles or equipment on any portion of the Property. District shall not be liable for any personal injury suffered by Lead Agency or Lead Agency's employees, agents, subcontractors, visitors, invitees, and guests arising out of the use of parking at or near the Property. District shall not be responsible for any damage to or destruction or loss of any of Lead Agency or Lead Agency's employees, agents, subcontractors, visitors, invitees, and guests' personal property located or stored in street parking, or on District property except where caused by District's negligence or misconduct.
 - iv. Lead Agency shall vacate the Premises and gather outside or off the Property during school fire drills.
 - v. Lead Agency shall establish and maintain a safety program that satisfies all federal, state, local, and District requirements, policies, and regulations, including but not limited to District requirements for conduct, behavior, and safety.
 - vi. Failure by Lead Agency to comply with any of the conditions and requirements described herein shall constitute a default and shall be grounds for termination of this Agreement, pursuant to Section 8(b).
- b. Prohibited Uses. Lead Agency shall not use, nor permit the use of, the Premises or Property for any purpose other than the purposes outlined in the Proposal (unless prohibited by the RFP), this Agreement, OUSD Board Policies or Administrative Regulations, or otherwise by law. Additionally, Lead Agency shall not use the Premises or Property, or permit the use of the Premises or Property, for the following non-exhaustive list of prohibited uses and activities:
- i. Any use of the Premises as a child care or day care service (whether licensed or unlicensed) unless District provides written approval of this use/activity;
 - ii. Any use or activity that involves academic instruction to minors on OUSD school days during OUSD school hours;
 - iii. Any use or activity that would interfere with the educational program or activities of District on or off the Property;
 - iv. Any use or activity that involves the possession, service, consumption, and/or sale of alcoholic beverages, illicit drugs, intoxicants, narcotics, tobacco products, and/or any other restricted substances;
 - v. Any use or activity that involves gambling, the conducting of games of chance, or any sale by auction upon the Premises or Property;
 - vi. Any use or activity that is discriminatory against any group or individual protected under state or federal antidiscrimination laws or District policy;

- vii. Any use or activity that includes fighting, quarreling, abusive language, or excessive noise, which may be offensive or disturbing to other uses, activities, or the neighborhood;
- viii. Any use or activity that involves the commission of any crime or which is prohibited by or in violation of any applicable federal, state, or local law, rule, regulation, requirement, or ordinance, including District's Board Policies and Administrative Regulations;
- ix. Any use or activity that would unduly disrupt the residents in the surrounding neighborhood;
- x. Any use or activity that would jeopardize the safety of anyone on or about the Property;
- xi. Any use or activity that may cause any increase in the existing rate of insurance upon the Premises or Property or cause the cancellation of any insurance policy covering the Premises or Property;
- xii. Any use or activity that would cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises or Property;
- xiii. Any use or activity that is inimical or contrary to public morals, good manners, taste, and/or welfare, or which is morally objectionable as unsuitable for a public educational facility;
- xiv. Any use or activity that involves the possession, use, or storage of explosive materials, including fireworks, or related items that may be prohibited by the standard form of fire insurance policies or which otherwise is prohibited by the fire marshal; and/or
- xv. Any use for overnight living accommodations.

Additionally, weapons (including, without limitation, firearms, pellet guns, BB guns, sling shots, and knives) are prohibited on the Premises and Property. No animals are allowed on the Premises or Property, except for certified service animals or unless otherwise required by law. Lead Agency shall comply with the District-wide policy prohibiting the use of tobacco products, including e-cigarettes, on the Premises and Property at all times. Lead Agency shall not commit or suffer to be committed any waste on the Premises or Property, nor shall Lead Agency allow the Premises or Property to be used for any unlawful purpose. Lead Agency shall not place, or permit to be placed, any harmful substances, whether solid, liquid, or gaseous, in the plumbing, sewer, or storm water drainage system of the Premises or Property. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property or Premises except in trash containers designated for that purpose.

- c. Responsiveness. Lead Agency agrees to immediately respond to and to promptly address concerns expressed by neighbors or District relating to its operations or use of the Premises.
4. **Signs**. Lead Agency shall, at Lead Agency's sole cost and expense, have the right and entitlement to place Lead Agency's signs on the interior walls of Premises, and otherwise to advertise its services, without obtaining prior approval and consent of District, and on

the Property (including but not limited to exterior signs) after obtaining prior written approval and consent of District. All Lead Agency signs shall be in compliance with the local ordinances pertaining thereto. Throughout the Term, Lead Agency shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Lead Agency shall remove any signs that it has placed on the Premises or the Property, and shall repair any damage caused by the installation or removal of those signs.

5. Incident/Accident/Mandated Reporting.

- a. Lead Agency shall notify OUSD, via email pursuant to Section 22 (Notices), within twelve (12) hours of learning of any significant accident or incident occurring on Property. Examples of a significant accident or incident include (without limitation) an accident or incident that involves serious injury or death or referral to law enforcement or possible or alleged criminal activity.
- b. Lead Agency agrees to comply with all federal, state, local, and District laws, statutes, ordinances, regulations, orders, and directives, regardless of form, with respect to COVID-19 health and safety requirements, guidance, and protocols, including but not limiting to proper face coverings, vaccination status, social distancing, hygiene practices, and maintenance of required cohorts, if applicable.
 - i. If requested by District, Lead Agency agrees to notify District, via email pursuant to Section 22 (Notices), within twelve (12) hours if any employee, agent, subcontractor, visitor, invitee, or guest of Lead Agency tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Lead Agency possible COVID-19 exposure.
 - ii. Lead Agency agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees and students to any employee, agent, subcontractor, visitor, invitee, or guest of Lead Agency and information necessary to perform contact tracing.
- c. Lead Agency will promptly notify District in writing if Lead Agency has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. Lead Agency shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Lead Agency shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Lead Agency to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Lead Agency shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- d. Lead Agency shall bear all costs of compliance with this Section.

6. **Term.** The term of this Agreement shall commence at 12:00 a.m. on July 1, 2023 (“Commencement Date”), and shall remain in effect for five (5) years, ending on June 30, 2028 at 11:59 p.m. (“Term”), if not sooner terminated pursuant to the terms of this Agreement. Lead Agency agrees to yield and peaceably deliver possession of the Premises to District on the date of expiration of the Term or earlier termination of this Agreement, whatsoever the reason for such termination.
7. **Renewal.** This Agreement may be renewed for one (1) additional five (5) year term (“Renewal Term”) upon the mutual written agreement of the Parties. If either Party wishes to renew this Agreement for the Renewal Term, it shall notify the other Party in writing at least ninety (90) days prior to the expiration of the Term.
8. **Termination.**
- a. Termination for Convenience. District shall have the right to terminate this Agreement, without liability on the part of District except as otherwise expressly provided herein, by giving Lead Agency written notification at least twelve (12) months prior to the effective date of termination. District shall not be required to provide just cause for termination for convenience in the written notification.
 - b. Termination for Cause. Either Party may terminate this Agreement immediately after the expiration of any applicable cure period for cause. Cause shall include, without limitation, the following and the Parties shall have the cure periods provided below:
 - i. Material violation of this Agreement by either Party, or Lead Agency’s subcontractor, if such violation shall continue for ten (10) days after written notice is given by either Party to the other Party of such violation;
 - ii. If, in the reasonable judgment of District, Lead Agency’s, or Lead Agency’s subcontractor’s, acts or omissions: (i) jeopardize the safety of District students or represent an immediate threat to the health, welfare, or safety of District’s students, staff, or the public; (ii) violate applicable laws, codes, rules, regulations, or ordinances; (iii) subject or expose District and/or its Board to liability to others for personal injury or property damages; (iv) interfere with the educational programs or activities conducted on the Property; or (v) unduly disrupt the residents of the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District’s sole option, Lead Agency cures such default within twenty-four (24) hours of notice of termination; or
 - iii. Lead Agency is adjudged bankrupt, Lead Agency makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Lead Agency’s insolvency.
 - c. Termination for Reversion of Property to Previous Use as a Public School. Lead Agency does not intend this Agreement to obstruct efforts to restore the Property to its original use as a public school, and would accept a Termination for Convenience, as defined in Section 8.a, if necessary for this purpose.

- d. Restoration of Premises. Upon expiration or earlier termination of this Agreement, Lead Agency shall be responsible for restoring the Premises, and any other portions of the Property that were affected by Lead Agency's occupancy of the Premises, to the condition that existed on the date of Lead Agency's first occupancy with no damage thereon, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances.
 - e. No Limitation of Rights. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District or Lead Agency.
- 9. **Payment**. For and in consideration of the use of the Premises for the Term of this Agreement, Lead Agency agrees to pay District, starting with the 2024-25 fiscal year, an annual amount equivalent to \$10.00 (ten dollars and zero cents) multiplied by the square footage of the portion of the Premises to which Lead Agency shall have exclusive use as specified in Exhibit C. The annual amount shall be subject to an annual adjustment of five (5) percent (e.g., the annual amount for 2025-26 will be \$10.50, which is \$10.00 multiplied by 5%). The annual amount shall be paid in Monthly Payments ("Monthly Payments"), the first of which shall be due on July 1, 2024. Monthly Payments shall be thereafter due on or before the first day of each month of each and every year of the Term of this Agreement and any Renewal Term thereafter.
 - a. Interest. Each Monthly Payment shall bear interest if not paid promptly on the date it becomes due as specified in this section at the rate of ten percent (10%) or the maximum allowed by law per annum from the date it became due until it is paid by Lead Agency to District.
 - b. Place of Payment. All Monthly Payments that become due and payable under this Agreement shall be paid to District at District's Office, or any other place or places that District may designate by written notice to Lead Agency.
 - c. Renewal Term Monthly Payment. For the Renewal Term, if any, Monthly Payments shall be assessed at the then-current fair market rent for the Premises as determined by District, and shall be subject to an annual adjustment of no more than three percent (3%). District shall notify Lead Agency of the monthly amount of the Renewal Term Monthly Payment to be charged at least one hundred twenty (120) days before the expiration of the Term.
- 10. **Holding Over**. Should Lead Agency hold over in possession after the expiration of the Term or any Renewal Term, the holding over shall not be deemed to extend the Term or to renew the Agreement, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth with a Hold Over Monthly Payment of one hundred and fifty percent (150%) of the Monthly Payment unless Lead Agency and District mutually agree to a different Hold Over Monthly Payment.
- 11. **Custodial Services, Maintenance, and Repairs**.
 - a. District shall provide and Lead Agency shall accept custodial services of the Premises, which shall only consist of trash removal, sweeping, and bathroom cleaning, and once-weekly wet mopping, vacuuming, and dusting. District agrees that it shall keep the exterior of the Premises free of graffiti for the Term.

- b. Other than maintenance or repairs to building systems shared with the Premises (e.g., electrical, plumbing, heating), District shall have no other maintenance or repair obligations with respect to the Premises. Lead Agency hereby expressly waives the provisions of Civil Code sections 1932(1), 1941, and 1942, including all rights to make repairs at the expense of District.
- c. Notwithstanding the foregoing, Lead Agency shall be responsible for the general care and maintenance of the Premises during the time of Lead Agency's use. Lead Agency shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use and operation of the Premises by Lead Agency or District. Lead Agency shall cause all garbage, recyclables, and other debris emanating from the Premises to be removed to such reasonable locations and spaces as may be specified by District from time to time during hours and subject to such reasonable controls as may be established by District. Lead Agency shall be responsible for the repair and/or replacement of the facilities, fixtures, and equipment caused by Lead Agency's use of the Premises.
- d. Lead Agency will not use Common Areas for storage, and will keep Common Areas free and clear of debris and other items related to Lead Agency's use. Lead Agency will promptly notify District upon identification of potential need for custodial services, maintenance, or repairs in Common Areas. District shall provide, and Lead Agency shall pay its share of costs, for custodial services of Common Areas, which shall consist of trash removal, sweeping, and bathroom cleaning, wet mopping, vacuuming, and dusting. In addition, Lead Agency shall pay the costs of additional custodial services related to its use of reserved Common Areas (e.g., auditorium/multi-purpose room, cafeteria, kitchen, outdoor field, playground). Lead Agency shall pay the costs of repairs arising from its use of Common Areas.

12. Utilities and Security. Unless otherwise stated herein this Agreement, District shall be responsible for payment of utilities for the Premises, to include water, gas, electricity, sewage, internet, and trash pickup. Lead Agency shall be responsible for security within the Premises. Lead Agency shall do nothing to impede, inhibit, or frustrate District's exercise of that responsibility. Lead Agency shall be responsible for locking all windows and doors of the Premises when not in use.

13. Condition of Premises. The Premises are provided to Lead Agency on an "as is" basis. District shall not be required to make or construct any alterations, including but not limited to structural changes, additions, or improvements, to the Premises. By entry into and taking possession of the Premises pursuant to this Agreement, Lead Agency shall accept the Premises as being in good and sanitary order, condition, and repair, and Lead Agency accepts the Premises in the condition existing as of the commencement date of this Agreement. Lead Agency acknowledges that neither District nor District's agents have made any representations or warranty as to the suitability of the Premises for the conduct of Lead Agency's Program. Any statement, agreements, warranties, or representations not expressly contained herein shall in no way bind District, and Lead Agency expressly waives all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

14. Furniture and Equipment.

- a. District Furniture and Equipment. District may, at its option, remove any of District's furniture and equipment from the Premises. Lead Agency shall exercise reasonable care for District property left on the Premises during the period of Lead Agency's use.
- b. Lead Agency Furniture and Equipment. Lead Agency shall be permitted to move furniture and/or equipment on the Premises as necessary for its operations. In coordination with District, Lead Agency shall remove such furniture and equipment at the termination of this Agreement.

15. Lead Agency Improvements or Alterations.

- a. Lead Agency shall not construct or cause to be constructed on the Premises any improvements or alterations of any kind without the prior written approval of District. Any alterations or improvements shall at once become a part of the Premises and property of District, except as otherwise agreed by the Parties in writing. Any alterations shall be made at no expense to District. Notwithstanding this paragraph, Lead Agency is permitted to install (and remove), without prior written approval of District, air filtration systems so long as such systems do not require drilling into or otherwise impact the floors, walls, ceilings, or other physical parts of the Premises.
- b. Lead Agency shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the City of Oakland and any local authority, including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies.
- c. All construction-related contractors and subcontractors of Lead Agency, if any, shall be duly licensed in the State of California by the Contractor's State License Board and properly registered as a public works contractor by the Department of Industrial Relations as required by law, and shall pay all workers prevailing wage in compliance with Labor Code sections 1720 et seq., and Title 8 of the California Code of Regulations, as required.
- d. Lead Agency shall be solely responsible for maintaining the Premises and improvements installed thereon during the Term of this Agreement, including any Renewal Term, and while otherwise occupying the Premises, and for compliance with all applicable laws, ordinances, rules, and regulations.

16. Title to and Removal of Lead Agency's Equipment.

- a. Title to Lead Agency's equipment, personal property, and/or chattel ("Lead Agency's Equipment") on the Premises that is not affixed to the Premises shall be held solely by Lead Agency. All of Lead Agency's Equipment shall remain the personal property of Lead Agency and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Lead Agency shall

remove Lead Agency's Equipment at its sole expense. Lead Agency shall repair any damage to the Premises caused by said removal, and Lead Agency shall restore the Premises to good condition, reasonable wear and tear excepted.

- b. In the event that Lead Agency fails to timely remove Lead Agency's Equipment, District may, upon fifteen (15) days written notice, without liability on the part of District to Lead Agency or any person or entity claiming under Lead Agency, either (1) accept ownership of Lead Agency's Equipment with no cost to District; or (2) remove and/or dispose of Lead Agency's Equipment at Lead Agency's sole cost. In the event that District chooses to accept ownership of Lead Agency's Equipment, Lead Agency shall execute any necessary documents to effectuate the change in ownership of Lead Agency's Equipment to District. If Lead Agency fails to execute any such necessary documents, Lead Agency hereby authorizes District's Superintendent, or designee, to execute those documents on Lead Agency's behalf. In the event that District removes and/or disposes of Lead Agency's Equipment, Lead Agency shall pay all costs for the removal and/or disposal of Lead Agency's Equipment within thirty (30) days of receipt of an invoice.

17. Destruction. If the Premises or Property is damaged or destroyed so as, in District's sole judgment, to hinder Lead Agency's normal operations, Monthly Payments shall abate in proportion to the loss of use from the date such damage or destruction occurs until Lead Agency is able to commence normal operations.

18. Licenses and Permits; Program Staffing and Background Verification.

- a. Lead Agency hereby warrants and represents that it is duly authorized and properly licensed by any applicable federal, state, or local agency, for the purposes outlined in the Proposal. Lead Agency shall be solely responsible for obtaining and maintaining for the Term of this Agreement all necessary permits, licenses, and approvals from any and all applicable federal, state, local or other regulatory agencies related to its operations or otherwise connected to Lead Agency's use of the Premises, and shall comply at all times with any and all legal requirements applicable to its operations. At District's request, Lead Agency shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District.
- b. Lead Agency shall be solely responsible for its use of the Premises, including the hiring of all employees. Prior to the commencement of its use of the Premises and as new employees are hired, Lead Agency shall complete a Fingerprinting/Criminal Background Verification Certificate and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, tuberculosis testing requirements, and such other applicable federal, state, or local governmental entity or regulatory agency's requirements. Upon request by District, Lead Agency shall provide written verification of compliance with the aforementioned fingerprinting, criminal background investigation, and tuberculosis testing requirements prior to any individual's commencement of employment or participation in any Lead Agency activity. Lead Agency shall not allow any employee

who has not fulfilled the requirements of this paragraph to enter the Premises or Property for any purposes related to or arising out of this Agreement at any time.

19. Hold Harmless; Indemnification. To the fullest extent permitted by California law, Lead Agency shall defend, indemnify, and hold harmless District, its Board, members of its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, "Indemnified Parties"), from and against any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, without limitation, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, or from any activity, work, or thing done, permitted, or suffered by Lead Agency, its agents, contractors, employees, representatives, officers, servants, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of District; and in case any action or proceeding be brought against District, Lead Agency, upon notice from District, shall defend the same at Lead Agency's expense by counsel approved in writing by District.

20. Insurance.

- a. Commercial General Liability Insurance. Lead Agency shall, during the Term of this Agreement, maintain in force, a commercial general liability insurance policy, which shall include contractual, products and completed operations, and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence / Four Million Dollars (\$4,000,000) aggregate, with District, its Board, employees, and agents, at Lead Agency's expense, named as additional insureds under such policy. If commercial general liability insurance does not include sexual misconduct and harassment coverage, such coverage may be provided through additional insurance policies, with single limits of not less than Two Million Dollars (\$2,000,000) per occurrence / Four Million Dollars (\$4,000,000) aggregate, with District, its Board, employees, and agents, at Lead Agency's expense, named as additional insureds under such policies.
- b. Workers' Compensation Insurance. During the Term of this Agreement, Lead Agency shall comply with all provisions of law applicable to Lead Agency with respect to obtaining and maintaining workers' compensation insurance.
- c. Lead Agency's Equipment (Personal Property) Insurance. Lead Agency acknowledges that the insurance to be maintained by District on the Premises shall not insure any of Lead Agency's Equipment, property, or any improvements made by Lead Agency. Accordingly, Lead Agency shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, Equipment, improvements or other property made or owned by Lead Agency, if any, and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value.
- d. Lead Agency shall provide District a certificate of insurance evidencing insurance coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this

Agreement. For each insurance policy, the coverage shall be primary as to District and shall name District as an additional insured with the additional insured endorsement provided to District within fifteen (15) days of Lead Agency executing this Agreement (and within fifteen (15) days of each new policy year thereafter during the Term of this Agreement). Endorsement of District as an additional insured shall not affect District's rights to any claim, demand, suit, or judgment made, brought, or recovered against Lead Agency. The policy shall protect District and Lead Agency in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- e. Each insurance policy required by this Agreement shall (i) not be canceled, reduced, limited in scope of coverage, or non-renewed until after thirty (30) days' written notice has been given to District; and (ii) contain a clause waiving all rights of subrogation against District, its Board, members of the Board and elective or appointive officers or employees, when acting within the scope of their employment or appointment.
- f. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement.
- g. Lead Agency agrees that if the premium on District's basic fire insurance policy covering the Premises is increased as a result of Lead Agency's use of the Premises, Lead Agency shall reimburse District for the additional premium amount within thirty (30) days of receipt of notice from District.

21. Cooperation with Other Occupants of the Property, District, and Regulatory Agencies. It is understood and recognized by Lead Agency that the Property, of which the Premises is a part, may be used by other parties, including District, and Lead Agency shall cooperate with the other parties in reaching amicable arrangements concerning matters including, without limitation, use of yard space and security measures.

Lead Agency shall cooperate with any and all federal, state, or local governmental entities or regulatory agencies in connection with Lead Agency's use of the Premises, including, without limitation, the City of Oakland, the County of Alameda, the California Department of Fair Employment and Housing, the California Department of Industrial Relations, and the California Department of Justice.

22. 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 deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

OAKLAND UNIFIED SCHOOL DISTRICT
Attn: Legal Department
1011 Union St
Oakland, CA 94607
ousdlegal@ousd.org

LEAD AGENCY
Attn: Noha Aboelata, MD, CEO
7272 MacArthur Blvd.
Oakland, CA
drnoha@rootsclinic.org

Any notice personally given 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 certified or registered mail shall be effective five (5) days after deposit in the United States mail.

- 23. Assignment.** Lead Agency shall not assign its rights, duties, or privileges under this Agreement, nor shall Lead Agency other attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the prior written consent of District. Any such attempt without District's prior written consent shall be void.
- 24. 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. Lead Agency shall be solely responsible for its own Workers' Compensation Insurance and other required insurance policies, taxes, and other similar charges or obligations. Lead Agency shall be liable for its own actions and inactions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its employees, agents, officers, trustees, or representatives.
- 25. Time is of the Essence.** Time is hereby declared to be of the essence for this Agreement.
- 26. Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior discussions, negotiations, memoranda of understand, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 27. 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.
- 28. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition contained herein 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.

- 29. 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.
- 30. 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 the intention of the Parties hereto.
- 31. Severability.** Should any provision of this Agreement be deemed 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.
- 32. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 33. Non-Discrimination.** Lead Agency and its employees shall not discriminate against any person because of race, color, religion, ancestry, age, sex, sexual orientation, gender identification, national origin, or physical handicap. Lead Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, age, sex, sexual orientation, gender identification, national origin, or physical handicap. Lead Agency covenants to meet all requirements of District pertaining to non-discrimination in employment. If Lead Agency is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal or state law or executive order in the conduct of its activities under this Agreement by the State of California Department of Fair Employment and Housing or the equivalent federal agency or officer, Lead Agency shall thereby be found in default of this Agreement.
- 34. Inspection.** District's employees and agents shall have the right at all reasonable times upon reasonable prior written notice to Lead Agency to inspect the Premises to determine if Lead Agency is in compliance with the provisions of this Agreement.
- 35. Taxes and Assessments.** It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which during the Term of this Agreement become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereof, or which Lead Agency is otherwise required to pay hereunder, shall be the full responsibility of Lead Agency, and Lead Agency shall pay all sums prior to delinquency. Lead Agency is responsible for any interest and penalties that may accrue thereon in the event of Lead Agency's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Lead Agency or failure on Lead Agency's part to comply with the terms of this Agreement. In the event of nonpayment by Lead Agency, District shall have all rights and remedies with respect thereto as District has for the nonpayment

of the monthly rent. This provision shall survive the expiration or earlier termination of this Agreement.

36. Reservation of Rights. The Premises are accepted as is and where is by Lead Agency subject to any and all existing easements and encumbrances in, over, upon, through, across, and along the Premises or any part thereof. District reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. Notwithstanding the foregoing, no rights reserves by District in this section shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Lead Agency as permitted under the terms of this Agreement.

37. Construction-Related Accessibility Standards. Pursuant to Civil Code section 1938, District states that the Premises provided hereunder has not undergone inspection by a Certified Access Specialist.

38. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

39. Execution.


- a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- b. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- c. OUSD shall not be bound by the terms of this Agreement unless and until it has been formally approved by OUSD's Governing Board.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Lead Agency

Name: Noha Aboelata

Signature: 

Position: CEO

Date: 06.26.2023

Oakland Unified School District

Name: Mike Hutchinson

Signature: 

Position: President, Board of Education

Date: 8/10/2023

- Board President
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 8/10/2023

Approved as to form by OUSD Legal Department

Exhibit A

Request for Proposals
For Community Programs, Resources, and Services
at 7929 Ney Ave, Oakland, CA 94605
(former Parker School facilities Campus)

[see following pages]

**Request For Proposals
For
Community Programs, Resources, and Services
at
7929 Ney Ave, Oakland, CA 94605
(former Parker School facilities Campus)**

Issued by the Oakland Unified School District

NOTICE IS HEREBY GIVEN that the Oakland Unified School District (“District” or “OUSD”) is requesting proposal(s) to use of a portion of the former Parker School facilities located at 7929 Ney Ave., Oakland, CA 94605 (“Site”), for one or more nonprofit organizations and/or public agencies to offer adult and family services for the East Oakland community.

Table of Contents of Request for Proposal

Section I	Submittal Information, Pre-Submission Conference, Questions, and Timeline, p.2
Section II	Background and Purpose, p.4
Section III	Proposal Requirements, p. 5
Section IV	Qualifications & Vision, p.7
Section V	Facilities Use Agreement Highlights, p.9
Section VI	Evaluation Criteria, p. 10
Section VII	Attachments, p.11

Section I: Submittal Information, Pre-Submission Conference, Questions, and Timeline

Each Respondent to this RFP must email an electronic copy, in the formats noted herein, of its Proposal, as further described herein, to:

JODY TALKINGTON, SR. DIRECTOR OF STRATEGIC PROJECTS, SUPERINTENDENT OFFICE
OAKLAND UNIFIED SCHOOL DISTRICT
jody.talkington@ousd.org

The District is not requesting and will not accept hard copy or bound submittals.

All Proposals are due by 5:00 p.m. on Thursday, January 20, 2023. Any Proposal received after that date and time may not be accepted.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

The District will hold a Pre-Submission Conference at 11:00 a.m. November 17, 2022, at the former Parker School facilities Campus. If you are interested in participating/attending the Pre-Submission Conference and Walk-Through, please contact Jody Talkington (jody.talkington@ousd.org) by Thursday, November 10, 2022, by 5:00 p.m. Anyone who contacts Ms. Talkington after this date may not be provided the information in time to attend.

Please email any questions regarding this RFP to Jody Talkington (jody.talkington@ousd.org). This is the only method to ask questions. Questions received after 5:00 p.m. on November 30, 2022, are unlikely to be answered. Questions (received prior to 5:00 p.m. on November 30, 2022) and their answers will be posted on the District’s website (<https://www.ousd.org/Page/21608>) by 5:00 p.m. by December 12, 2022.

Issuance of Request for Proposals	Monday, October 31, 2022 by 5:00 p.m.
Pre-Submission Conference & Walk-Through	Thursday, November 17, 2022 at 11:00 a.m.
Deadline for Questions	Wednesday, November 30, 2022 by 5:00 p.m.
Posting of Questions/Responses	Monday, December 12, 2022 by 5:00 p.m.
Deadline to Submit Proposals	Friday, January 20, 2023 by 5:00 p.m.

Potential Interviews	February, 2023
Anticipated Date for the Board to Vote on Final Proposal(s)	By March 2023 (but subject to change)
Final Facilities Use Agreement brought to Board for consideration	By June 30, 2023 (but subject to change)

Section II: Background and Purpose

The District closed Parker School (located at 7929 Ney Ave, Oakland, CA 94605) at the end of the 2021-22 school year. In May 2022, the Superintendent presented the OUSD Board of Education (“Board”) with a list of current space needs. Adult Education Services as well as community programs, resources, and services were included in the list of current space needs.

Per Resolution No. 2223-0030 - Proposal to Use Former Parker School Facilities for Adult Education and Community Services (“Resolution,” see Attachment A for the full text of the Resolution), the Board has approved the use of the former Parker School facilities for purposes of Adult Education and community programs, resources, and services. The District’s Adult and Career Education Department (“OACE”) will offer and operate multiple programs and classes from the former Parker School facilities.

The Resolution further directed the Superintendent or designee to create and issue a request for proposals (“RFP”) for one or more local organizations to offer programs, resources, and services that meet the needs of the East Oakland community and/or manage the assigned portion of the former Parker School facilities and subcontract with other local organizations that offer programs, resources, and services that meet the needs of the East Oakland community. Pursuant to the Resolution, **the purpose of this RFP is to select one or more nonprofit organizations or public agencies to offer and/or to oversee and manage the offer of programs, resources, and services that are aligned to the Resolution and this RFP.**

The preference is to select a single nonprofit organization or public agency to serve as a lead agency which would offer and/or oversee and manage others offering programs, resources, and services. As to the types of programs, resources, and services, the preference is for the following: college courses and services; community uses (e.g., recreation space, food pantry); youth programs (e.g., after school tutoring, summer school, music/art/sports programs); housing and financial services; workforce development services (e.g., vocational training, multilingual services, entrepreneurship classes); and intergenerational services (e.g., programs for adolescent mothers, joint youth and elder programs).

Section III: Proposal Requirements

Each Proposal must include the following components:

A. Cover Letter (maximum of 2 pages), which must include the following information and details:

- A brief description of Respondent and its past and present involvement in the East Oakland community.
- Respondent entity name and address, website, federal and state tax I.D. numbers, type of organization (e.g., public entity, public benefit nonprofit corporation), and federal tax classification (e.g., 501(c)(3)).
- The name and position up to three individuals who are authorized to speak for Respondent during the evaluation process.
- Each of the following statements:
 - “[INSERT ENTITY NAME] has received and reviewed the Facilities Use Agreement (available as Attachment B to the RFP). [INSERT ENTITY NAME] understands that this is the legal agreement that the selected Respondent will need to sign and [INSERT ENTITY NAME] agrees to sign it, without objection or reservation, if selected by the District. [INSERT ENTITY NAME] understands that only the District, at its sole discretion, may change the terms of the Facilities Use Agreement.”
 - “[INSERT ENTITY NAME] understands that the final space that may be offered to Respondent under the Facilities Use Agreement may be different (in location, type, and area) that was described in the RFP, in the walk-through of the Site, or in other instances to date by the District.”
 - “[INSERT ENTITY NAME] certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in responding to the RFP and that [INSERT ENTITY NAME] has no current intent (nor has promised) to employ or retain any official or employee of the District, nor any business entity in which an official of the District has an interest, to perform any of the services for which [INSERT ENTITY NAME] might be selected by this RFP process.”
 - “No official or employee of the [INSERT ENTITY NAME] has ever been convicted of an ethics violation.”
 - “By virtue of submission of this Proposal, [INSERT ENTITY’S NAME] declares that all information provided is true and correct.”
- The signature of an authorized officer of Respondent.

B. Qualifications & Vision (maximum of 5 pages), which must include the following information and details:

- Respondent’s vision and theory of change for how their intended programs, resources, and services will benefit the East Oakland community.
- Respondent’s vision for collaboration with the District’s Adult and Career Education Department and capacity to lead a community advisory body that provides ongoing feedback and engagement on needs, programs, and services.

- Respondent’s qualifications as a program, resource, or service provider for East Oakland and, to the extent that Respondent intends to offer such programs, resources, and services through subcontracts, Respondent’s qualifications to manage other providers.
- Respondent’s description of the programs, resources, or services it intends to offer to the East Oakland community from the Site. The following types of programs, resources, and services are preferred (but not required): college courses and services; community uses (e.g., recreation space, food pantry); youth programs (e.g., after school tutoring, summer school, music/art/sports programs); housing and financial services; workforce development services (e.g., vocational training, multilingual services, entrepreneurship classes); and intergenerational services (e.g., programs for adolescent mothers, joint youth and elder programs). The description should also include:
 - How Respondent intends to use the available space.
 - Any modifications to the facilities that would be needed and how it will be funded. (Please note that no major modifications of the indoor or outdoor facilities will be permitted.)
 - The name and position of the individual who would serve as the main point of contact with OUSD should the Proposal be selected.
 - To the extent that Respondent intends to offer such programs, resources, and services through subcontracts, the subcontractors that Respondent would select and/or the process by which Respondent would select such subcontractors.
- The names and contact information (cell phone and email address) of up to three individuals and up to three organizations that can serve as references for the programs, resources, and services that Respondent describes in this portion of the Proposal.

C. Payment (maximum of 1 page, excluding attachments), which must include the following information and details:

- The monthly payment that Respondent would propose to pay for use of the Site. Preference is for monthly payments to include a 3% cost of living increase each year. The final monthly payment will be negotiated between the District and Respondent.
- Attached (as a separate document) the most recent financial and budget information available from Respondent in order to demonstrate the ability to pay the included monthly payment. Additional information and/or explanations is permitted to help demonstrate or explain Respondent’s ability to pay.

Each Respondent must electronically submit its entire Proposal in both PDF and Microsoft Word formats (with the exception that Respondent’s most recent financial and budget information need only be provided in PDF format).

Section IV: Evaluation Criteria

All Proposals will first be screened to determine that they have met the following Proposal Requirements:

- Proposal was properly sent and timely received.
- Proposal includes all required components and details.

Proposals that have met such Requirements will be deemed to be responsive.

Responsive Proposals shall be evaluated and scored as follows:

A. Cover Letter - Substantive Responses (up to 10 points)

- *3 points (all or nothing)*: Proposal includes a brief description of Respondent
- *3 points (all or nothing)*: Proposal includes a brief description of Respondent's past involvement in the East Oakland community
- *4 points (all or nothing)*: Proposal includes a brief description of Respondent's current involvement in the East Oakland community

B. Qualifications & Vision - Substantive Responses (up to 70 points)

- *0-15 points (sliding scale)*: Proposal clearly articulates a compelling vision for what programs, resources, and services Respondent intends to offer to the East Oakland community from the Site.
- *0-15 points (sliding scale)*: Proposal demonstrates that Respondent is highly qualified to be a community service provider for East Oakland and, to the extent that Respondent intends to offer such programs, resources, and services through subcontracts, to be a manager of other providers.
- *0-25 points (sliding scale)*: Proposal includes a clear and detailed description of how Respondent intends to offer its programs, resources, and services to the East Oakland community from the Site. Proposals that include at least some of the following types of programs, resources, and services will be awarded more points than Proposals that do not: college courses and services; community uses (e.g., recreation space, food pantry); youth programs (e.g., after school tutoring, summer school, music/art/sports programs); housing and financial services; workforce development services (e.g., vocational training, multilingual services, entrepreneurship classes); and intergenerational services (e.g., programs for adolescent mothers, joint youth and elder programs). For Respondents that intend to offer all programs, resources, and services themselves to receive more than 15 points, the Proposal must include a clear and detailed description of what programs, resources, and services would be provided and what staff members would provide such programs, resources, and services. For Respondents that intend to have subcontracts offer some of all programs, resources, and services themselves to receive more than 15 points, the Proposal must include a clear and detailed description of (i) the subcontractors that Respondent would initially select to offer such programs, resources, and services and (ii) the process by which Respondent would select new or replacement subcontractors in the future.

- *0-15 points (sliding scale)*: Feedback to District from individuals and organizations listed as references (up to 2 points per individual reference and up to 3 points per organizational reference).

C. Payment (up to 20 points)

- *10 points (relative allocation)*: The Proposals will be ranked by their initial monthly payment. Points will be given in descending order (i.e., 10 points to the highest initial monthly payment, 9 points to the next highest, etc.), with the same number of points given for ties.
- *5 points (all or nothing)*: Proposal includes a 3% cost of living increase each year.
- *5 points (sliding scale)*: Proposal demonstrates Respondent's ability to pay.

Respondents must receive at least 65 points to be eligible to be selected. The Respondent who is ultimately selected may not otherwise be the Proposal with the highest score.

Section V: Facilities Use Agreement Highlights

As alluded to in Section III (Proposal Requirements), the selected Respondent will need to sign the Facilities Use Agreement (available as Attachment B to the RFP) without objection or reservation. Only the District, at its sole discretion, may change the terms of the Facilities Use Agreement.

Some of the key terms and conditions in the Facilities Use Agreement are as follows:

- *Term*: The term of the Facilities Use Agreement would be for up to 5 years as determined by OUSD.
- *Responsibility for Operations, Management, and Maintenance*: Respondent will be solely and fully responsible for the operation, management, and minor maintenance of the Site except as otherwise provided in the agreement. OUSD will provide custodial services to Respondent at cost.
- *Use Restrictions*: Respondent may not offer (or subcontract to offer) any of the following programs, resources, and services: licensed child care or day care services; academic instruction to minors on school days during school hours; or other programs, resources, and services that would (i) interfere with the educational program or activities of any District activities, (ii) unduly disrupt the residents in the surrounding neighborhood, or (iii) jeopardize the safety of anyone on Site at any time.
- *Subcontract Restrictions*: Respondent may only subcontract to nonprofit organizations or public agencies that will provide programs, resources, and services consistent with the RFP and Respondent's Proposal. All subcontracts must be consistent with Respondent's Proposal and all subcontractors must agree, via a subcontract with Respondent, to be held to and abide by the same obligations as set forth in the Facilities Use Agreement. Respondent may not charge subcontractors more than their pro rata share of the monthly payment plus Respondent's operational, management, and maintenance costs.
- *Insurance*: Respondent shall maintain a commercial general liability insurance policy, which shall include contractual, products and completed operations, sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence / Four Million Dollars (\$4,000,000) aggregate, with District, its Board, employees, and agents, at Respondent's expense, named as additional insureds under such policy.

This Section only highlights some of the key terms and conditions in the Facilities Use Agreement. Respondents must review and familiarize themselves with the entire Facilities Use Agreement.

Section VI: Disclaimer

While the information contained herein has been provided in good faith and in an effort to provide prospective Respondents with relevant information, it is not binding on the District and should not be considered a substitute for thorough due diligence investigation by prospective Respondents. The District has not made any investigation, and make no warranty or representation, with respect to: the ability of a Respondent to generate funds from its programs, resources, and services; the presence or absence of contaminating substances, PCBs, or asbestos (or any other hazardous materials or substances); and the ability of a Respondent to comply with State and Federal laws and regulations that may apply to the type of program, resource, or service that a Respondent may offer at the Site. The District has not verified, and will not necessarily verify, any of the information contained herein, nor has the District conducted any conclusive investigation regarding these matters and makes no warranty or representation whatsoever regarding the accuracy or completeness of the information provided. All potential Respondents must take appropriate measures to verify all of the information set forth herein.

Section VII: Attachments

Attachment A

[Resolution 2223-0030](#)

Attachment B

Facilities Use Agreement

ATTACHMENT A

Board Office Use: Legislative File Info.	
File ID Number	22-2332
Introduction Date	10/6/2022
Enactment Number	22-1717
Enactment Date	10-6-2022 CJH



Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Dexter Moore Jr, Executive Director of District Strategy
Jody Talkington, Sr. Director of Strategic Projects

Meeting Date October 6, 2022

Subject Resolution No. 2223-0030 on the Proposal for Future Use of Former Parker School Facilities

Ask of the Board Adoption by the Board of Education of Resolution No. 2223-0030 - Proposal to Use Former Parker School Facilities for Adult Education and Community Programs and Services

Background Under Resolution No. 2122-0026 - Quality Instruction and Student Supports, Adequate Staffing, Competitive Compensation, and Long-Term Fiscal Stability and Resolution No. 2122-0030 - School Consolidations for 2022-23 and 2023-24, the Board directed the Superintendent to bring forward a proposal to the Board, no later than May 2022, for how to utilize vacant school facilities, including the former Parker School facilities, for District purposes.

The Superintendent brought forward such a proposal on May 25, 2022, which included a list of vacant (or to be vacated) spaces as well as current space needs. The former Parker School facilities were included in the list of vacant spaces. Adult education and community services were included in the list of current space needs.

Staff has gathered community input on the possible uses of the former Parker School facilities and has reached out to and received feedback from various community members (see Exhibit A in the proposed Resolution).

Discussion Consistent with previously identified current space needs from the May 25, 2022 presentation and with this community feedback, the proposed Resolution approves the use of the former Parker School facilities for purposes of adult education (specifically, through the Oakland Adult and Career Education program) as well as community programs and services. With respect to the latter, the proposed Resolution would direct the Superintendent or designee to create and issue a request for proposals (“RFP”), on

a designated timeline, for one or more local organizations to offer community programs and services and/or manage the assigned portion of the former Parker School facilities and subcontract with other local organizations that offer community programs and services. The proposed Resolution would also authorize and direct the Superintendent or designee to take any additional steps necessary (e.g., moving staff and equipment, facilities improvements, informing other government agencies) to use the former Parker School facilities for purposes of adult education and to provide community programs and services to support the East Oakland community.

Fiscal Impact With respect to the use of the former Parker School facilities for adult education, the estimated program cost ranges from \$200,000 to \$300,000, with Fund 11 (Adult Education) as the funding source. This range includes (but are not limited to) new staffing costs as well as costs from moving staff and equipment from their current locations to the former Parker School facilities. Facility costs (e.g., cleaning, painting, signage) are estimated up to \$500,000, which will be paid for from the Unrestricted General Fund.

With respect to the use for programs, resources, and services, the fiscal impact cannot be determined until after the RFP process concludes.

Attachment

- Resolution No. 2223-0030 - Proposal to Use Former Parker School Facilities for Adult Education and Community Services

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

Resolution No. 2223-0030

Proposal to Use Former Parker School Facilities for Adult Education and Community Services

WHEREAS, Resolution No. 2122-0026 - Quality Instruction and Student Supports, Adequate Staffing, Competitive Compensation, and Long-Term Fiscal Stability and Resolution No. 2122-0030 - School Consolidations for 2022-23 and 2023-24 directed the Superintendent to bring forward a proposal to the Board, no later than May 2022, for how to utilize vacant school facilities, including the former Parker School facilities, for District purposes;

WHEREAS, on May 25, 2022, the Superintendent included information in her report that listed the following potential uses for vacant school facilities:

- Adult Education
- Central Services to Students & Families
- Special Education Programs
- Non-profit organizations offering community services
- OUSD employee housing
- Housing for unhoused families;

WHEREAS, staff has engaged with parent leaders of the Parker School community as well as other neighborhood community members in regards to the needs of the nearby community (see Exhibit A for a list of all engagement); and

WHEREAS, this engagement process identified workforce development, youth auxiliary programs, music, arts, and intergenerational community spaces with services that benefit the interests and needs of the nearby community (see Exhibit B for a list of community feedback).

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“Board”) approves the use of the former Parker School facilities as a center for adult and family programs, resources, and services;

BE IT FURTHER RESOLVED, the Board determines that one of the main uses shall be for adult education, operated by the Oakland Adult & Career Education program (for possible program offerings, see the Adult Education theme in Exhibit B), with the goal of starting such programming in the 2022-23 year;

BE IT FURTHER RESOLVED, the Board determines that the other main use shall be for programs, resources, and services that meet the needs of the East Oakland community;

BE IT FURTHER RESOLVED, the Board hereby directs the Superintendent or designee to create and issue a request for proposals (“RFP”) for one or more local organizations to offer those

programs, resources, and services that meet the needs of the East Oakland community and/or manage the assigned portion of the former Parker School facilities and subcontract with other local organizations that offer those programs, resources, and services that meet the needs of the East Oakland community;

BE IT FURTHER RESOLVED, the RFP shall be issued by October 31, 2022 (or later if the Superintendent deems necessary), the final recommended proposal shall be brought to Board for consideration at a March 2023 Board Meeting (or later if the Superintendent deems necessary), and any resulting agreements with third parties shall be brought to Board for consideration by June 30, 2023 (or later if the Superintendent deems necessary); and

BE IT FURTHER RESOLVED, the Board hereby authorizes and directs the Superintendent or designee to take any additional steps necessary (e.g., moving staff and equipment, facilities improvements, informing other government agencies) to use the former Parker School facilities for purposes of adult and family programs, resources, and services.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 6th day of October, 2022, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, Kyra Mungia, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: VanCedric Williams, Mike Hutchinson

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Natalie Gallegos Chavez, Student Director Linh Le

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at the Meeting of the Board of Education of the Oakland Unified School District held on 10-6-2022, 2022.

Legislative File	
File ID Number:	22-2332
Introduction Date:	10/6/2022
Enactment Number:	22-1717
Enactment Date:	10-6-2022 CJH
By:	

OAKLAND UNIFIED SCHOOL DISTRICT



10-7-2022

Gary Yee
President, Board of Education



10-7-2022

Sondra Aguilera
Acting Superintendent and Secretary, Board of Education

Exhibit A
Engagement Log

OUSD staff sought input on possible future uses of the former Parker School facilities from important stakeholders, including, but not limited to: parent leaders from the Parker School community, former Parker families, neighbors in close proximity to the Parker campus, and respected community organizations working in service of youth and families in East Oakland.

Date	Group/Organization	Quantity
August 27	Staff and Parker parents (Azlinah Tambu and Rochelle Jenkins) canvassed the immediate neighborhood surrounding Parker (between MacArthur/Ney and Parker/Ritchie).	20 households
September 9	Parent Square message to former Parker families	172 Recipients
September 12	Black Cultural Zone engagement	20 attendees
September 16	Homies Empowerment engagement	23 attendees 50 internally surveyed
September 20	Eastmont Neighborhood Council (Beat 30Y) engagement	1 attendee
September 21	Praise Fellowship Christian Church engagement	4 attendees
September 22	Roots Community Health Center engagement	11 attendees
September 6 - 28	Online Survey responses	16 response entries

Exhibit B
Community Feedback

Below is a summary of themes from the input OUSD staff received via neighborhood canvassing, community input sessions, and survey responses. (See Exhibit A.) Each theme is aligned to specific community recommendations and excerpts from what OUSD staff directly heard or read.

Themes	Specific Use Suggestions	Community Voice
Adult Education Programs	High School Equivalency (including GED and HiSET), Career Technical Education (CTE) for young adults with disabilities, Computer Classes, Family Literacy, and College and Career Readiness Pathways (CCRP), pre-apprenticeship classes.	<p>“Great to use old Edward Shands for housing and use Parker for adult education and other community resources that bring back services to the area that meet the needs of the community.”</p> <p>“I would love a school that teaches sign language and adult programs.”</p>
Community College Courses	Concurrent enrollment opportunities in political science, urban planning, architecture, green infrastructure, sign language, computer science and coding, geographic information systems, and green infrastructure development.	<p>“A community-informed curriculum”</p> <p>“A hybrid school for adult high school and a satellite site for Merritt College.”</p>
Community Use	Food pantry, youth after school and summer programs, park and recreation space for youth programming (cooking, sports, scraper bike team, gymnastic classes, track and field).	<p>“It would be great if a community center and something positive will come out of this.”</p> <p>“It would also be nice if the blacktop and playground could be open to neighborhood children on weekends, as there is currently no park nearby for children to play.”</p> <p>“It should also be used for low-cost nonprofit office spaces.”</p>
Continued Educational Purposes	Return Parker to a school site, re-open as a STEM magnet school.	“I’d like it to be a great public school for our Eastmont community of children.”

		<p>"I wish it could be a public school for kids (again- it was a good school), but as long as it well serves and benefits the community it's in, I'm supportive."</p>
Creative Space	Cultural arts and performing center, maker space, music and art programs and services.	<p>"If it is not a school (and it is the elementary school I attended in the 1950s) then it should be a site for creative activity. An art hub until an actual art space is built. It should also be used for low-cost nonprofit office spaces."</p>
Life Skills	Career and life coaching, fellowships, cohort learning models, housing and financial resources.	<p>"A shared community space-- a transitional space, professional coaching, soft skills for getting a job."</p>
Facilities	Facility maintenance, open access neighborhood park space.	<p>"Consider using playground for park and greenery for the children in the neighborhood, want to ensure the children are served, and need services for children after school hours- food, nutrition, health."</p> <p>"To help clean up and beautify our neighborhood."</p>
Targeted Subgroups	Programs and services for intergenerational learning among youth and elders, adolescent mothers, and English language learners.	<p>"My hopes are that the campus can be used to continue education services for Black folks in East Oakland."</p> <p>"I hope that the Parker Elementary School Campus can include options for ESL learners of all ages, access to critical rapid response services, and increased linkages to apprenticeships for adults."</p>
Workforce Development	Vocational education, trades, apprenticeships, skilled job training leading directly to employment opportunities, entrepreneurship, technology training, financial literacy, multilingual services.	<p>"Gathering place for the community that provides opportunities for education and collaboration with different groups and organizations."</p>

ATTACHMENT B

ATTACHMENT B

FACILITIES USE AGREEMENT PORTION OF FORMER PARKER SCHOOL (7929 Ney Ave., Oakland, CA 94605)

This Facilities Use Agreement (“Agreement”) is made by and between the Oakland Unified School District (“District” or “OUSD”) and [enter name] (“Lead Agency”). District and Lead Agency may be individually referred to herein as a “Party,” or may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, District closed Parker School at the end of the 2021-22 school year;

WHEREAS, on October 6, 2022, the OUSD Board of Education (“Board”) approved Resolution No. 2223-0030 - Proposal to Use Former Parker School Facilities for Adult Education and Community Services (“Resolution”), which approved the use of the former Parker School facilities for purposes of Adult Education and community programs, resources, and services;

WHEREAS, the Resolution directed the Superintendent or designee to create and issue a request for proposals (“RFP”) for one or more local organizations to offer programs, resources, and services that meet the needs of the East Oakland community and/or manage the assigned portion of the former Parker School facilities and subcontract with other local organizations that offer those programs, resources, and services that meet the needs of the East Oakland community; and

WHEREAS, the RFP, attached hereto as Exhibit A and incorporated herein by reference, was published on [date], proposals were received on [date] (including a proposal from Lead Agency), and Lead Agency’s proposal (“Proposal”), attached hereto as Exhibit B and incorporated herein by reference, was selected by the Board on [date].

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

AGREEMENT

- 1. Property and Premises.** The “Property” shall be the entire parcel and associated buildings, grounds, structures, and other real property as described in Exhibit A. The “Premises” shall be the portion of the Property, described in Exhibit C, that District is permitting Lead Agency to use, pursuant to this Agreement, for the purposes established in the Proposal in response to the RFP. “Common Areas” shall be the areas shared by Lead Agency and District, such as hallways and corridors, stairways, restrooms, elevator,

playground, outdoor field, kitchen, cafeteria, and auditorium/multi-purpose room, as described in Exhibit C.

2. Title to Property. The Parties acknowledge that title to the Property and Premises is held by District.

3. Use of Property.

a. Permitted Uses. District agrees to allow use of the Premises by Lead Agency for the purposes outlined in the Proposal unless prohibited by the RFP, this Agreement, OUSD Board Policies or Administrative Regulations, or otherwise by law. Such permitted uses include (but are not limited to) subcontracting with other entities consistent with the Proposal as long as all subcontractors agree, via a subcontract with Lead Agency, to be held to and abide by the same obligations as set forth in this Agreement for Lead Agency, provided that Lead Agency may not seek or collect from subcontractors more than their pro rata share of the Monthly Payment plus Lead Agency's operational, management, and maintenance costs. Additionally,

- i. Lead Agency's hours of operation on the Premises are limited to the following: 7:30 a.m. to 6:00 p.m., Monday through Friday, not including District holidays, unless the Parties otherwise agree in advance in writing (e.g., weekend use). Lead Agency shall pay costs related to after hours and weekend use, including OUSD staff costs.
- ii. Lead Agency may use Common Areas to support use of Premises. Use of the auditorium/multi-purpose room, kitchen, cafeteria, outdoor field, and playground by Lead Agency must be approved in writing in advance with the District's designee. The District's approval is at its sole discretion and the District is not required to approve any request.
- iii. Lead Agency shall abide by District policies, regulations, and directives concerning the use of parking. Lead Agency shall instruct its employees, agents, subcontractors, visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Lead Agency shall not abandon or permit to be abandoned any inoperative vehicles or equipment on any portion of the Property. District shall not be liable for any personal injury suffered by Lead Agency or Lead Agency's employees, agents, subcontractors, visitors, invitees, and guests arising out of the use of parking at or near the Property. District shall not be responsible for any damage to or destruction or loss of any of Lead Agency or Lead Agency's employees, agents, subcontractors, visitors, invitees, and guests' personal property located or stored in street parking, or on District property except where caused by District's negligence or misconduct.
- iv. Lead Agency shall vacate the Premises and gather outside or off the Property during school fire drills.
- v. Lead Agency shall establish and maintain a safety program that satisfies all federal, state, local, and District requirements, policies, and

regulations, including but not limited to District requirements for conduct, behavior, and safety.

- vi.** Failure by Lead Agency to comply with any of the conditions and requirements described herein shall constitute a default and shall be grounds for termination of this Agreement, pursuant to Section 8(b).
- b.** Prohibited Uses. Lead Agency shall not use, nor permit the use of, the Premises or Property for any purpose other than the purposes outlined in the Proposal (unless prohibited by the RFP), this Agreement, OUSD Board Policies or Administrative Regulations, or otherwise by law. Additionally, Lead Agency shall not use the Premises or Property, or permit the use of the Premises or Property, for the following non-exhaustive list of prohibited uses and activities:
 - i.** Any use of the Premises as a child care or day care services (whether licensed or unlicensed);
 - ii.** Any use or activity that involves academic instruction to minors on OUSD school days during OUSD school hours;
 - iii.** Any use or activity that would interfere with the educational program or activities of District on or off the Property;
 - iv.** Any use or activity that involves the possession, service, consumption, and/or sale of alcoholic beverages, illicit drugs, intoxicants, narcotics, tobacco products, and/or any other restricted substances;
 - v.** Any use or activity that involves gambling, the conducting of games of chance, or any sale by auction upon the Premises or Property;
 - vi.** Any use or activity that is discriminatory against any group or individual protected under state or federal antidiscrimination laws or District policy;
 - vii.** Any use or activity that includes fighting, quarreling, abusive language, or excessive noise, which may be offensive or disturbing to other uses, activities, or the neighborhood;
 - viii.** Any use or activity that involves the commission of any crime or which is prohibited by or in violation of any applicable federal, state, or local law, rule, regulation, requirement, or ordinance, including District's Board Policies and Administrative Regulations;
 - ix.** Any use or activity that would unduly disrupt the residents in the surrounding neighborhood;
 - x.** Any use or activity that would jeopardize the safety of anyone on or about the Property;
 - xi.** Any use or activity that may cause any increase in the existing rate of insurance upon the Premises or Property or cause the cancellation of any insurance policy covering the Premises or Property;
 - xii.** Any use or activity that would cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises or Property;
 - xiii.** Any use or activity that is inimical or contrary to public morals, good manners, taste, and/or welfare, or which is morally objectionable as unsuitable for a public educational facility;

xiv. Any use or activity that involves the possession, use, or storage of explosive materials, including fireworks, or related items that may be prohibited by the standard form of fire insurance policies or which otherwise is prohibited by the fire marshal; and/or

xv. Any use for overnight living accommodations.

Additionally, weapons (including, without limitation, firearms, pellet guns, BB guns, sling shots, and knives) are prohibited on the Premises and Property. No animals are allowed on the Premises or Property, except for certified service animals or unless otherwise required by law. Lead Agency shall comply with the District-wide policy prohibiting the use of tobacco products, including e-cigarettes, on the Premises and Property at all times. Lead Agency shall not commit or suffer to be committed any waste on the Premises or Property, nor shall Lead Agency allow the Premises or Property to be used for any unlawful purpose. Lead Agency shall not place, or permit to be placed, any harmful substances, whether solid, liquid, or gaseous, in the plumbing, sewer, or storm water drainage system of the Premises or Property. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property or Premises except in trash containers designated for that purpose.

- c. Responsiveness.** Lead Agency agrees to immediately respond to and to promptly address concerns expressed by neighbors or District relating to its operations or use of the Premises.
- 4. Signs.** Lead Agency shall, at Lead Agency's sole cost and expense, have the right and entitlement to place Lead Agency's signs on the interior walls of Premises, and otherwise to advertise its services, without obtaining prior approval and consent of District, and on the Property after obtaining prior approval and consent of District. All Lead Agency signs shall be in compliance with the local ordinances pertaining thereto. Throughout the Term, Lead Agency shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Lead Agency shall remove any signs that it has placed on the Premises or the Property, and shall repair any damage caused by the installation or removal of those signs.
- 5. Incident/Accident/Mandated Reporting.**
- a.** Lead Agency shall notify OUSD, via email pursuant to Section 22 (Notices), within twelve (12) hours of learning of any significant accident or incident occurring on Property. Examples of a significant accident or incident include (without limitation) an accident or incident that involves serious injury or death or referral to law enforcement or possible or alleged criminal activity.
- b.** Lead Agency agrees to comply with all federal, state, local, and District laws, statutes, ordinances, regulations, orders, and directives, regardless of form, with respect to COVID-19 health and safety requirements, guidance, and protocols, including but not limiting to proper face coverings, vaccination status, social distancing, hygiene practices, and maintenance of required cohorts, if applicable.

days prior to the effective date of termination. District shall not be required to provide just cause for termination for convenience in the written notification.

- b. **Termination for Cause.** Either Party may terminate this Agreement immediately after the expiration of any applicable cure period for cause. Cause shall include, without limitation, the following and the Parties shall have the cure periods provided below:
 - i. Material violation of this Agreement by either Party, or Lead Agency's subcontractor, if such violation shall continue for ten (10) days after written notice is given by either Party to the other Party of such violation;
 - ii. If, in the reasonable judgment of District, Lead Agency's, or Lead Agency's subcontractor's, acts or omissions: (i) jeopardize the safety of District students or represent an immediate threat to the health, welfare, or safety of District's students, staff, or the public; (ii) violate applicable laws, codes, rules, regulations, or ordinances; (iii) subject or expose District and/or its Board to liability to others for personal injury or property damages; (iv) interfere with the educational programs or activities conducted on the Property; or (v) unduly disrupt the residents of the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, Lead Agency cures such default within twenty-four (24) hours of notice of termination; or
 - iii. Lead Agency is adjudged bankrupt, Lead Agency makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Lead Agency's insolvency.
- c. **Restoration of Premises.** Upon expiration or earlier termination of this Agreement, Lead Agency shall be responsible for restoring the Premises, and any other portions of the Property that were affected by Lead Agency's occupancy of the Premises, to the condition that existed on the date of Lead Agency's first occupancy with no damage thereon, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances.
- d. **No Limitation of Rights.** The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District or Lead Agency.

9. **Payment.** For and in consideration of the use of the Premises for the Term of this Agreement, Lead Agency agrees to pay District monthly payments of [amount], which shall be subject to an annual adjustment of [percent] ("Monthly Payment"). The first Monthly Payment shall be due on the Commencement Date. Monthly Payments shall be thereafter due on or before the first day of each month of each and every year of the Term of this Agreement and any Renewal Term thereafter.

- a. **Interest.** Each Monthly Payment shall bear interest if not paid promptly on the date it becomes due as specified in this section at the rate of ten percent (10%) or the maximum allowed by law per annum from the date it became due until it is paid by Lead Agency to District.
- b. **Place of Payment.** All Monthly Payments that become due and payable under this Agreement shall be paid to District at District's Office (currently located at 1000

Broadway, Suite 440, Oakland, California 94607), or any other place or places that District may designate by written notice to Lead Agency.

- c. Renewal Term Monthly Payment. For the Renewal Term, if any, Monthly Payments shall be assessed at the then-current fair market rent for the Premises as determined by District, and shall be subject to an annual adjustment of no more than three percent (3%). District shall notify Lead Agency of the monthly amount of the Renewal Term Monthly Payment to be charged at least one hundred twenty (120) days before the expiration of the Term.

10. Holding Over. Should Lead Agency hold over in possession after the expiration of the Term or any Renewal Term, the holding over shall not be deemed to extend the Term or to renew the Agreement, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth with a Hold Over Monthly Payment of one hundred and fifty percent (150%) of the Monthly Payment unless Lead Agency and District mutually agree to a different Hold Over Monthly Payment.

11. Custodial Services, Maintenance, and Repairs.

- a. District shall provide and Lead Agency shall accept and pay for, at the rate determined by District, custodial services of the Premises, which shall only consist of trash removal, sweeping, and bathroom cleaning, and once-weekly wet mopping, vacuuming, and dusting. District agrees that it shall keep the exterior of the Premises free of graffiti for the Term.
- b. Other than maintenance or repairs to building systems shared with the Premises (e.g., electrical, plumbing, heating), District shall have no other maintenance or repair obligations with respect to the Premises. Lead Agency hereby expressly waives the provisions of Civil Code sections 1932(1), 1941, and 1942, including all rights to make repairs at the expense of District.
- c. Notwithstanding the foregoing, Lead Agency shall be responsible for the general care and maintenance of the Premises during the time of Lead Agency's use. Lead Agency shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use and operation of the Premises by Lead Agency or District. Lead Agency shall cause all garbage, recyclables, and other debris emanating from the Premises to be removed to such reasonable locations and spaces as may be specified by District from time to time during hours and subject to such reasonable controls as may be established by District. Lead Agency shall be responsible for the repair and/or replacement of the facilities, fixtures, and equipment caused by Lead Agency's use of the Premises.
- d. Lead Agency will not use Common Areas for storage, and will keep Common Areas free and clear of debris and other items related to Lead Agency's use. Lead Agency will promptly notify District upon identification of potential need for custodial services, maintenance, or repairs in Common Areas. District shall provide, and Lead Agency shall pay its share of costs, for custodial services of Common Areas, which shall consist of trash removal, sweeping, and bathroom cleaning, wet mopping, vacuuming, and dusting. In addition, Lead Agency shall

pay the costs of additional custodial services related to its use of reserved Common Areas (e.g., auditorium/multi-purpose room, cafeteria, kitchen, outdoor field, playground). Lead Agency shall pay the costs of repairs arising from its use of Common Areas.

12. Utilities and Security. Unless otherwise stated herein this Agreement, District shall be responsible for payment of utilities for the Premises, to include water, gas, electricity, sewage, internet, and trash pickup. Lead Agency shall be responsible for security within the Premises. District shall be responsible for security for the Property and Lead Agency shall do nothing to impede, inhibit, or frustrate District's exercise of that responsibility. Lead Agency shall be responsible for locking all windows and doors of the Premises when not in use.

13. Condition of Premises. The Premises are provided to Lead Agency on an "as is" basis. District shall not be required to make or construct any alterations, including but not limited to structural changes, additions, or improvements, to the Premises. By entry into and taking possession of the Premises pursuant to this Agreement, Lead Agency shall accept the Premises as being in good and sanitary order, condition, and repair, and Lead Agency accepts the Premises in the condition existing as of the commencement date of this Agreement. Lead Agency acknowledges that neither District nor District's agents have made any representations or warranty as to the suitability of the Premises for the conduct of Lead Agency's Program. Any statement, agreements, warranties, or representations not expressly contained herein shall in no way bind District, and Lead Agency expressly waives all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

14. Furniture and Equipment.

- a. District Furniture and Equipment. District may, at its option, remove any of District's furniture and equipment from the Premises. Lead Agency shall exercise reasonable care for District property left on the Premises during the period of Lead Agency's use.
- b. Lead Agency Furniture and Equipment. Lead Agency shall be permitted to move furniture and/or equipment on the Premises as necessary for its operations. In coordination with District, Lead Agency shall remove such furniture and equipment at the termination of this Agreement.

15. Lead Agency Improvements or Alterations.

- a. Lead Agency shall not construct or cause to be constructed on the Premises any improvements or alterations of any kind without the prior written approval of District. Any alterations or improvements shall at once become a part of the Premises and property of District, except as otherwise agreed by the Parties in writing. Any alterations shall be made at no expense to District.
- b. Lead Agency shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any

necessary approvals from the City of Oakland and any local authority, including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies.

- c. All construction-related contractors and subcontractors of Lead Agency, if any, shall be duly licensed in the State of California by the Contractor's State License Board and properly registered as a public works contractor by the Department of Industrial Relations as required by law, and shall pay all workers prevailing wage in compliance with Labor Code sections 1720 et seq., and Title 8 of the California Code of Regulations, as required.
- d. Lead Agency shall be solely responsible for maintaining the Premises and improvements installed thereon during the Term of this Agreement, including any Renewal Term, and while otherwise occupying the Premises, and for compliance with all applicable laws, ordinances, rules, and regulations.

16. Title to and Removal of Lead Agency's Equipment.

- a. Title to Lead Agency's equipment, personal property, and/or chattel ("Lead Agency's Equipment") on the Premises that is not affixed to the Premises shall be held solely by Lead Agency. All of Lead Agency's Equipment shall remain the personal property of Lead Agency and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Lead Agency shall remove Lead Agency's Equipment at its sole expense. Lead Agency shall repair any damage to the Premises caused by said removal, and Lead Agency shall restore the Premises to good condition, reasonable wear and tear excepted.
- b. In the event that Lead Agency fails to timely remove Lead Agency's Equipment, District may, upon fifteen (15) days written notice, without liability on the part of District to Lead Agency or any person or entity claiming under Lead Agency, either (1) accept ownership of Lead Agency's Equipment with no cost to District; or (2) remove and/or dispose of Lead Agency's Equipment at Lead Agency's sole cost. In the event that District chooses to accept ownership of Lead Agency's Equipment, Lead Agency shall execute any necessary documents to effectuate the change in ownership of Lead Agency's Equipment to District. If Lead Agency fails to execute any such necessary documents, Lead Agency hereby authorizes District's Superintendent, or designee, to execute those documents on Lead Agency's behalf. In the event that District removes and/or disposes of Lead Agency's Equipment, Lead Agency shall pay all costs for the removal and/or disposal of Lead Agency's Equipment within thirty (30) days of receipt of an invoice.

17. Destruction. If the Premises or Property is damaged or destroyed so as, in District's sole judgment, to hinder Lead Agency's normal operations, Monthly Payments shall abate in proportion to the loss of use from the date such damage or destruction occurs until Lead Agency is able to commence normal operations.

18. Licenses and Permits; Program Staffing and Background Verification.

- a. Lead Agency hereby warrants and represents that it is duly authorized and properly licensed by any applicable federal, state, or local agency, for the purposes outlined in the Proposal. Lead Agency shall be solely responsible for obtaining and maintaining for the Term of this Agreement all necessary permits, licenses, and approvals from any and all applicable federal, state, local or other regulatory agencies related to its operations or otherwise connected to Lead Agency's use of the Premises, and shall comply at all times with any and all legal requirements applicable to its operations. At District's request, Lead Agency shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District.
- b. Lead Agency shall be solely responsible for its use of the Premises, including the hiring of all employees. Prior to the commencement of its use of the Premises and as new employees are hired, Lead Agency shall complete a Fingerprinting/Criminal Background Verification Certificate and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, tuberculosis testing requirements, and such other applicable federal, state, or local governmental entity or regulatory agency's requirements. Upon request by the District, Lead Agency shall provide written verification of compliance with the aforementioned fingerprinting, criminal background investigation, and tuberculosis testing requirements prior to each individual's commencement of employment or participation in any Lead Agency activity. Lead Agency shall not allow any person for whom Lead Agency has not received satisfactory written verification of compliance to enter the Premises or Property for any purposes related to or arising out of this Agreement at any time.

19. Hold Harmless; Indemnification. To the fullest extent permitted by California law, Lead Agency shall defend, indemnify, and hold harmless District, its Board, members of its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, "Indemnified Parties"), from and against any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, without limitation, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, or from any activity, work, or thing done, permitted, or suffered by Lead Agency, its agents, contractors, employees, representatives, officers, servants, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of District; and in case any action or proceeding by brought against District, Lead Agency, upon notice from District, shall defend the same at Lead Agency's expense by counsel approved in writing by District.

20. Insurance.

- a. Commercial General Liability Insurance. Lead Agency shall, during the Term of this Agreement, maintain in force, a commercial general liability insurance policy, which shall include contractual, products and completed operations, and sexual

misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence / Four Million Dollars (\$4,000,000) aggregate, with District, its Board, employees, and agents, at Lead Agency's expense, named as additional insureds under such policy. If commercial general liability insurance does not include sexual misconduct and harassment coverage, such coverage may be provided through additional insurance policies, with single limits of not less than Two Million Dollars (\$2,000,000) per occurrence / Four Million Dollars (\$4,000,000) aggregate, with District, its Board, employees, and agents, at Lead Agency's expense, named as additional insureds under such policies.

- b. Workers' Compensation Insurance. During the Term of this Agreement, Lead Agency shall comply with all provisions of law applicable to Lead Agency with respect to obtaining and maintaining workers' compensation insurance.
- c. Lead Agency's Equipment (Personal Property) Insurance. Lead Agency acknowledges that the insurance to be maintained by District on the Premises shall not insure any of Lead Agency's Equipment, property, or any improvements made by Lead Agency. Accordingly, Lead Agency shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, Equipment, improvements or other property made or owned by Lead Agency, if any, and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value.
- d. Lead Agency shall provide District a certificate of insurance evidencing insurance coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement. For each insurance policy, the coverage shall be primary as to District and shall name District as an additional insured with the additional insured endorsement provided to District within fifteen (15) days of Lead Agency executing this Agreement (and within fifteen (15) days of each new policy year thereafter during the Term of this Agreement). Endorsement of District as an additional insured shall not affect District's rights to any claim, demand, suit, or judgment made, brought, or recovered against Lead Agency. The policy shall protect District and Lead Agency in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- e. Each insurance policy required by this Agreement shall (i) not be canceled, reduced, limited in scope of coverage, or non-renewed until after thirty (30) days' written notice has been given to District; and (ii) contain a clause waiving all rights of subrogation against District, its Board, members of the Board and elective or appointive officers or employees, when acting within the scope of their employment or appointment.

- f. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement.
- g. Lead Agency agrees that if the premium on District’s basic fire insurance policy covering the Premises is increased as a result of Lead Agency’s use of the Premises, Lead Agency shall reimburse District for the additional premium amount within thirty (30) days of receipt of notice from District.

21. Cooperation with Other Occupants of the Property, District, and Regulatory Agencies.

It is understood and recognized by Lead Agency that the Property, of which the Premises is a part, may be used by other parties, including District, and Lead Agency shall cooperate with the other parties in reaching amicable arrangements concerning matters including, without limitation, use of yard space and security measures.

Lead Agency shall cooperate with any and all federal, state, or local governmental entities or regulatory agencies in connection with Lead Agency’s use of the Premises, including, without limitation, the City of Oakland, the County of Alameda, the California Department of Fair Employment and Housing, the California Department of Industrial Relations, and the California Department of Justice.

22. 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 deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

<p>OAKLAND UNIFIED SCHOOL DISTRICT Attn: Legal Office 1000 Broadway, Suite 440 Oakland, CA 94607 Phone: (510) 879-8410 Email: ousdlegal@ousd.org</p>	<p>LEAD AGENCY [TBD]</p>
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Any notice personally given 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 certified or registered mail shall be effective five (5) days after deposit in the United States mail.

23. Assignment. Lead Agency shall not assign its rights, duties, or privileges under this Agreement, nor shall Lead Agency other attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the prior written consent of District. Any such attempt without District’s prior written consent shall be void.

24. 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. Lead Agency shall be solely

responsible for its own Workers' Compensation Insurance and other required insurance policies, taxes, and other similar charges or obligations. Lead Agency shall be liable for its own actions and inactions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its employees, agents, officers, trustees, or representatives.

25. Time is of the Essence. Time is hereby declared to be of the essence for this Agreement.

26. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior discussions, negotiations, memoranda of understand, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. 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.

28. Waiver. The waiver by either Party of any breach of any term, covenant, or condition contained herein 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.

29. 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.

30. 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 the intention of the Parties hereto.

31. Severability. Should any provision of this Agreement be deemed 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.

32. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

33. Non-Discrimination. Lead Agency and its employees shall not discriminate against any person because of race, color, religion, ancestry, age, sex, sexual orientation, gender identification, national origin, or physical handicap. Lead Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, age, sex, sexual orientation, gender identification, national origin, or physical

handicap. Lead Agency covenants to meet all requirements of District pertaining to non-discrimination in employment. If Lead Agency is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal or state law or executive order in the conduct of its activities under this Agreement by the State of California Department of Fair Employment and Housing or the equivalent federal agency or officer, Lead Agency shall thereby be found in default of this Agreement.

34. Inspection. District's employees and agents shall have the right at all reasonable times upon reasonable prior written notice to Lead Agency to inspect the Premises to determine if Lead Agency is in compliance with the provisions of this Agreement.

35. Taxes and Assessments. It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which during the Term of this Agreement become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereof, or which Lead Agency is otherwise required to pay hereunder, shall be the full responsibility of Lead Agency, and Lead Agency shall pay all sums prior to delinquency. Lead Agency is responsible for any interest and penalties that may accrue thereon in the event of Lead Agency's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Lead Agency or failure on Lead Agency's part to comply with the terms of this Agreement. In the event of nonpayment by Lead Agency, District shall have all rights and remedies with respect thereto as District has for the nonpayment of the monthly rent. This provision shall survive the expiration or earlier termination of this Agreement.

36. Reservation of Rights. The Premises are accepted as is and where is by Lead Agency subject to any and all existing easements and encumbrances in, over, upon, through, across, and along the Premises or any part thereof. District reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. Notwithstanding the foregoing, no rights reserves by District in this section shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Lead Agency as permitted under the terms of this Agreement.

37. Construction-Related Accessibility Standards. Pursuant to Civil Code section 1938, District states that the Premises provided hereunder has not undergone inspection by a Certified Access Specialist.

38. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

39. Execution.

- a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- b. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- c. OUSD shall not be bound by the terms of this Agreement unless and until it has been formally approved by OUSD's Governing Board.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Lead Agency

Name: _____ Signature: _____

Position: _____ Date: _____

Oakland Unified School District

Name: _____ Signature: _____

Position: _____ Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell _____ Signature: _____

Position: Secretary, Board of Education _____ Date: _____

Approved as to form by OUSD Legal Department

Exhibit A

Request for Proposals
For Community Programs, Resources, and Services
at 7929 Ney Ave, Oakland, CA 94605
(former Parker School facilities Campus)

[INSERT]

Exhibit B

Lead Agency's Proposal

[INSERT]

Exhibit C

Premises and Common Areas

Exhibit C

Premises and Common Areas

Areas for Lead Agency Use, and Common Areas, are as identified below, with corresponding room descriptions and room numbers on the attached Parker Elementary School Modernization and Seismic Reconstruction Floor Plan. Rooms and spaces not identified below are reserved for District's use.

Basement Floor (A-212 and A-211)

Lead Agency Use:

- Kindergarten Room (111)
- Work Alcove (111-A)
- Kindergarten Toilet (112)
- Resource Room (106)
- Hall (103)
- Storage (104)
- Toilet-Staff (105)
- Office Storage (118)
- Storage (121)

Common Areas:

- All stairways (inc. 116A)
- Vestibule (116)
- Elevator (116B)
- Girls Toilets (117, 119)
- Boys Toilets (122, 124)
- Corridor (113, 120, including corridor on east side of building)
- Cafeteria (101)
- Kitchen (102)

First Floor (A-221 and A-222)

Lead Agency Use:

- Classrooms (201, 203, 206, 207, 208, 209, 211, 228)
- Work Alcove (202)
- Staff Lounge (204)
- Toilet Staff (205, 232)
- Storage (238, 239, 226)
- Kitchen (227)

- Nurse (214)
- Mentoring (233)
- Psychologist (234)
- Closet (231)

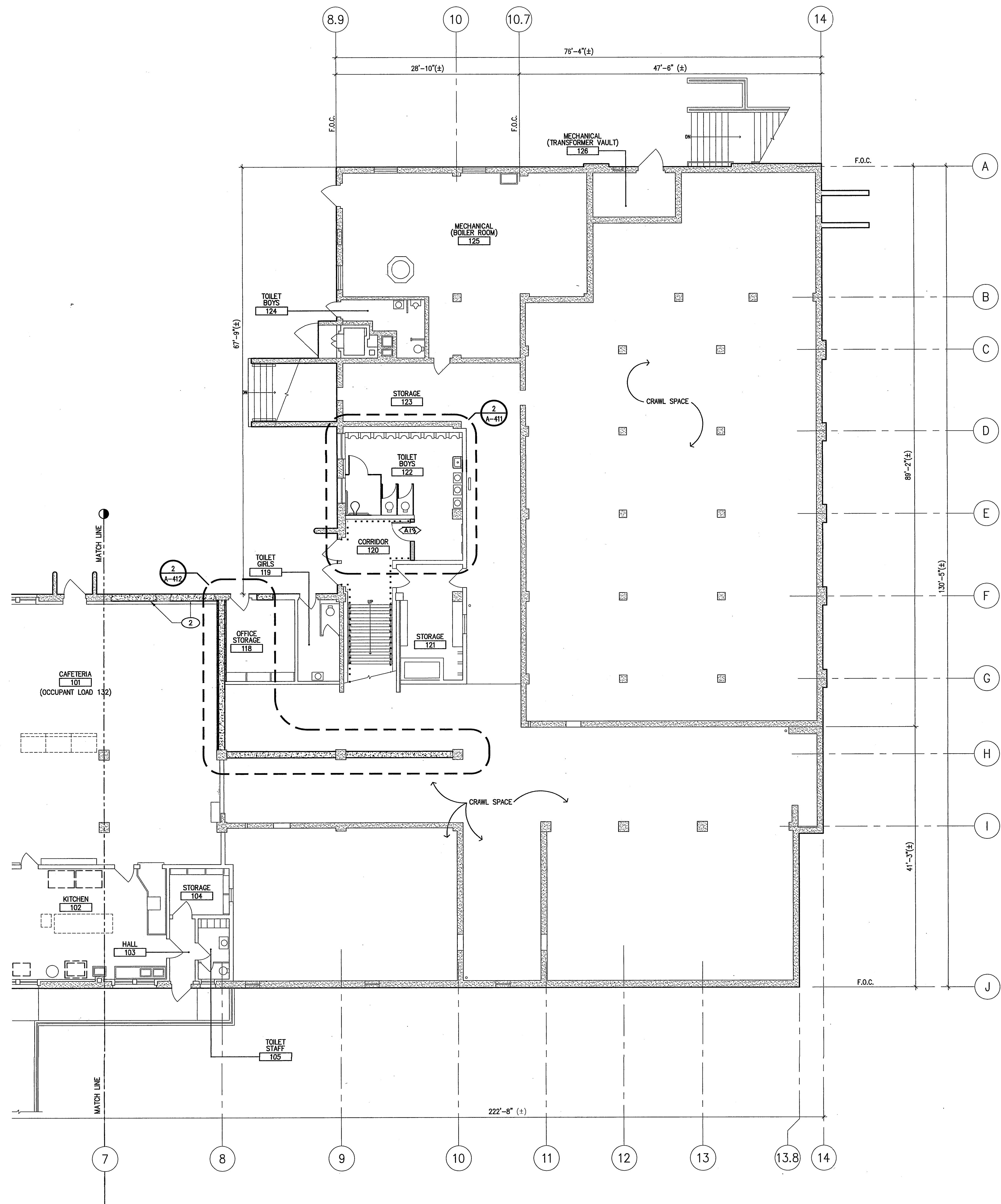
Common Areas:

- Corridor (210A, 210)
- All stairways (inc. 210C)
- Elevator (240)

Outdoor Areas:

Common Areas:

- Playground
- Fields



BASEMENT FLOOR PLAN EAST - BUILDING A
SCALE: 1/8"=1'-0"

GENERAL DRAWING NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION AND ASSEMBLY OF ALL ELEMENTS OF THE WORK.
2. GROUT OPENINGS THROUGH EXISTING CONCRETE FLOOR AND ROOF SLABS WHERE PIPING, DUCTS OR CONDUITS HAVE BEEN REMOVED.
3. PROVIDE SOLID BACKING AS REQUIRED IN WALLS AND CEILINGS FOR ALL SURFACE MOUNTED ACCESSORIES.
4. DO NOT CUT OR DRILL STRUCTURAL ELEMENTS UNLESS SPECIFICALLY APPROVED BY THE ARCHITECT/STRUCTURAL ENGINEER.
5. SEE ENLARGED FLOOR PLANS FOR SELECTED AREAS AS INDICATED.
6. SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ELECTRICAL PANELS, LIGHT FIXTURES, FIRE ALARMS, POWER AND DATA OUTLETS, ETC.
7. SEE MECHANICAL DRAWINGS FOR LOCATIONS OF DUCTS, GRILLS, VENTS, PIPING AND MECHANICAL EQUIPMENT.

FINISH SCHEDULE

RM.#	ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
101	CAFETERIA	F1	B1	W3	C4	SEE NOTE 1
102	KITCHEN	(e)	(e)	W1	C4	SEE NOTE 2
103	HALL	(e)	(e)	W1	C4	-
104	STORAGE	(e)	(e)	W1	C4	-
105	TOILET-STAFF	(e)	(e)	W1	C4	-
118	OFFICE/STORAGE	(e)	(e)	W1	C4	-
119	TOILET-GIRLS	(e)	(e)	(e)	(e)	-
120	CORRIDOR	(e)	(e)	W1	C4	-
121	STORAGE	(e)	(e)	(e)	(e)	-
122	TOILET-BOYS	(e)	(e)	W1	C4	-
123	STORAGE	(e)	(e)	(e)	(e)	-
124	TOILET-BOYS	(e)	(e)	(e)	C4	-
125	MECHANICAL (BOILER RM)	(e)	(e)	(e)	(e)	-
126	MECH. (TRANSFORMER RM)	(e)	(e)	(e)	(e)	-

FINISH SCHEDULE NOTES

1. AT CAFETERIA, DO NOT PAINT EXISTING LINOLEUM WAINSCOT
2. AT KITCHEN, REMOVE AND REPLACE INDIVIDUAL FLOOR AND CEILING TILES ONLY AS REQUIRED TO EXECUTE THE SEISMIC WORK, CUT NEW 12" VCT TO FIT EXISTING 9", MATCH EXISTING COLOR AS CLOSE AS POSSIBLE, PROTECT (E) FLOOR

FINISH LEGEND

FLOOR	F1 VCT F2 CERAMIC TILE F3 TERRAZZO F4 SEALED CONCRETE F5 RUBBER TILE	CEILING	C1 SUSPENDED ACOUSTICAL CEILING C2 ACOUSTICAL TILE OVER GYPSUM BOARD C3 PAINTED GYPSUM BOARD C4 EXISTING CEILING PAINTED-SEE NOTE 8 C5 PAINTED STRUCTURE
BASE	B1 RESILIENT BASE B2 CERAMIC TILE	FINISH LEGEND NOTES	A. PAINT ALL NEW EXISTING PLASTER AND GYPSUM BOARD SURFACES. EXISTING CLEAR FINISHED WOOD TRIM, DOORS, AND CASEWORK TO REMAIN AS IS U.O.N. NEW WOOD TRIM DOORS AND CASEWORK TO BE FINISHED TO MATCH EXISTING. NEW METAL JAMBS TO BE PAINTED. PAINT ALL PREVIOUSLY PAINTED (BUT NOT CLEAR FINISHED) SURFACES. B. PAINT ENTIRE EXISTING CEILING. USE NON-BRIDGING PAINT AT EXISTING CEILING TILES
WALL	W1 (E)/(W) WALL SURFACES PAINTED. SEE NOTE A W2 PAINTED GYPSUM BOARD W3 HIGH-STRENGTH GYPSUM BOARD W4 W/ ACRYLIC FINISH CERAMIC TILE, PAINTED GYPSUM BOARD		

KEYED DRAWING NOTES

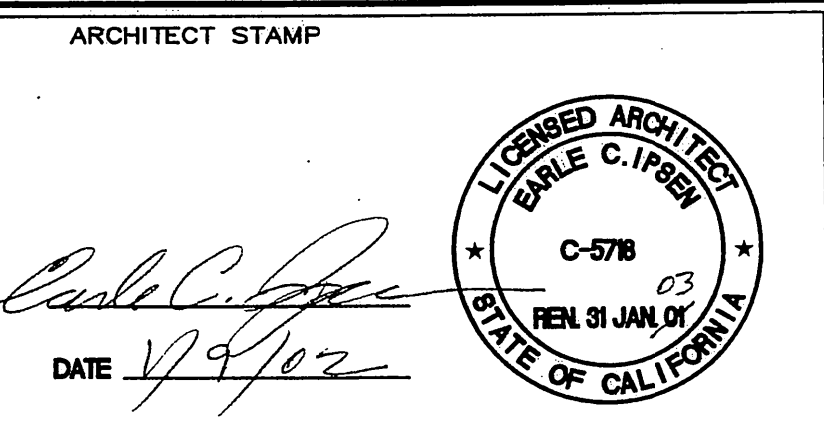
1. SEE FIRE PROTECTION DRAWINGS.
2. SEE 8/A-523 FOR WINDOW INFILL DETAIL.

SYMBOLS LEGEND

(1)	KEYED DRAWING NOTE TAG	(E) WOOD FRAMED WALL
(E) WOOD FRAMED WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(E) WOOD FRAMED WALL WITH NEW FINISHES (DARK LINE DENOTES NEW FINISH)	(E) CONCRETE WALL
(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) WOOD FRAMED WALL	(NEW) WOOD FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. 3520
VESTIBULE	ROOM NAME AND NUMBER	(NEW) METAL FRAMED WALL - 1-HR. CONSTRUCTION GA FILE NO. WP 1200
(A-A)	DOOR TAG	(NEW) METAL FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. WP 1200
(O)	WINDOW TAG	(NEW) CONCRETE WALL
(E) CASEWORK AND/OR FURRED WALL, REMOVE & REINSTALL &/OR REPLACE IN KIND		(NEW) CONCRETE WALL - 1-HR. FIRE RATED CBC 1998 TABLE 7-B ITEM 7-11



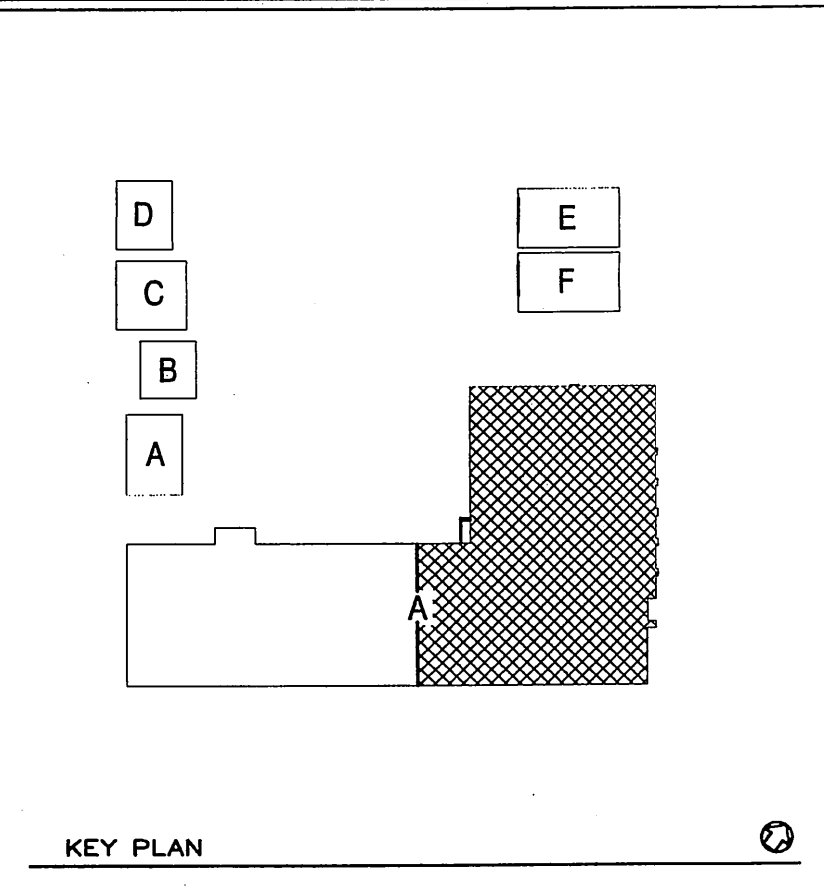
1830 Embarcadero, Suite 102
Oakland, CA 94606-5226
510/434-7600
Fax: 510/434-7601
E-Mail: pUSD@htiarchitects.com



CONSULTANT

CONSULTANT STAMP

D.S.A. APPROVAL
IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
APPL 01 103813
AC _____ FLS _____ SS _____
DATE _____

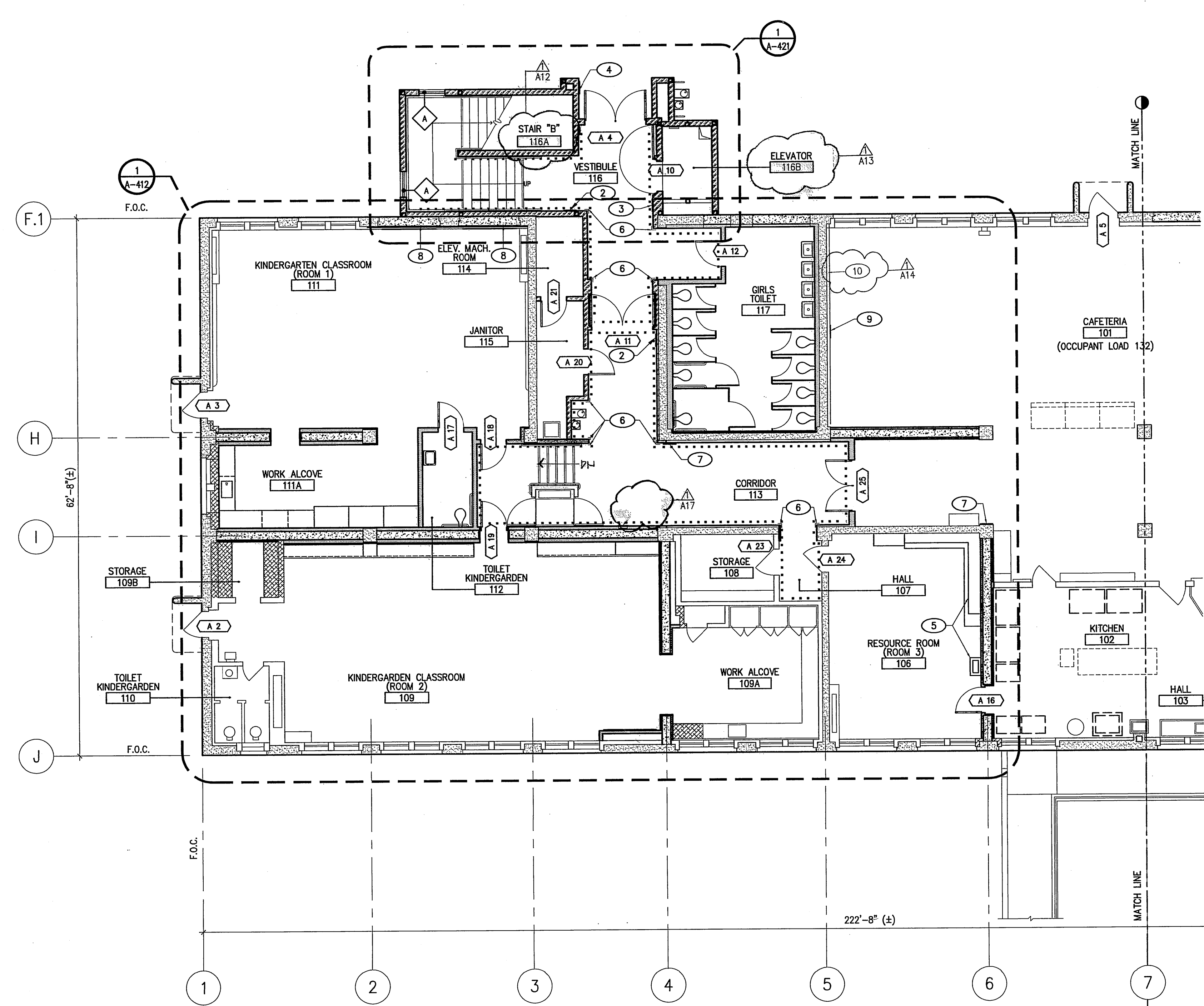


NO	REVISIONS	DESCRIPTION	DATE
1	ADDENDUM #1		04/14/2004

PROJECT
PARKER ELEMENTARY SCHOOL MODERNIZATION / SEISMIC RECONSTRUCTION
OAKLAND UNIFIED SCHOOL DISTRICT

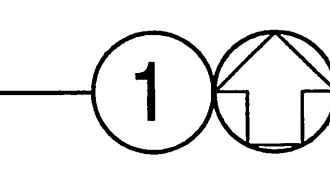
SHEET
BASEMENT FLOOR PLAN, EAST BUILDING A
APPROVED
DIV OF THE STATE ARCHITECT
AC _____ FLS _____ SS _____
DATE _____

SCALE
JOB NUMBER
93-21-642
DRAWN BY
KL
CHECKED BY
JK
DATE
12-14-01
DRAWING
AD1-A-212



BASEMENT FLOOR PLAN WEST - BUILDING A

SCALE: 1/8"=1'-0"



GENERAL DRAWING NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION AND ASSEMBLY OF ALL ELEMENTS OF THE WORK.
2. GROUT OPENINGS THROUGH EXISTING CONCRETE FLOOR AND ROOF SLABS WHERE PIPING, DUCTS OR CONDUITS HAVE BEEN REMOVED.
3. PROVIDE SOLID BACKING AS REQUIRED IN WALLS AND CEILING FOR ALL SURFACE MOUNTED ACCESSORIES.
4. DO NOT CUT OR DRILL STRUCTURAL ELEMENTS UNLESS SPECIFICALLY APPROVED BY THE ARCHITECT/STRUCTURAL ENGINEER.
5. SEE ENLARGED FLOOR PLANS FOR SELECTED AREAS AS INDICATED.
6. SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ELECTRICAL PANELS, LIGHT FIXTURES, FIRE ALARMS, POWER AND DATA OUTLETS, ETC.
7. SEE MECHANICAL DRAWINGS FOR LOCATIONS OF DUCTS, GRILLS, VENTS, PIPING AND MECHANICAL EQUIPMENT.

FINISH SCHEDULE

RM.#	ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
101	CAFETERIA	F1	B1	W3	C4	SEE NOTE 1
102	KITCHEN	(e)	(e)	W1	C4	SEE NOTE 2
106	RSP CLASSROOM	F1	B1	W1	C1	
107	HALL	F1	B1	W1	C2	
108	STORAGE	(e)	(e)	W1	C4	
109	KINDGN. CLASSROOM (RM 2)	F1	B1	W1	C1	
109A	WORK ALCOVE	F1	B1	W1	C1	
109B	STORAGE	F1	B1	W1	C2	
110	TOILET-KINDGN.	(e)	(e)	W1	C4	
111	CLASSROOM (RM 1)	F1	B1	W1	C1	
111A	WORK ALCOVE	F1	B1	W1	C1	
112	TOILET-STAFF	F2	B2	W4	C3	
113	CORRIDOR	F1	B2	W4	C2	SEE NOTE 3
114	ELEV. MACH.	F4	B1	W2	C5	
115	JANITOR	F1	B1	W2	C5	
116	VESTIBULE	F1	B1	W3	C2	
117	TOILET-GIRLS	F3	B2	W4	C3	
116A	STAIR "B"	*	*	W3	C3	SEE NOTE 4 *
116B	ELEVATOR	F1	NA	NA	NA	SEE NOTE 5

FINISH SCHEDULE NOTES

1. AT CAFETERIA, DO NOT PAINT EXISTING LINOLEUM WANSOT
2. AT KITCHEN, REMOVE AND REPLACE INDIVIDUAL FLOOR AND CEILING TILES ONLY AS REQUIRED TO EXECUTE THE SEISMIC WORK, CUT NEW 12" VCT TO FIT EXISTING 9", MATCH EXISTING COLOR AS CLOSE AS POSSIBLE, PROTECT (E) FLOOR
3. SCRIBE VCT TIGHT TO CERAMIC TILE BASE
4. RUBBER TREADS AND RISERS AT STAIRS, RESILIENT BASE AT LANDINGS
5. PROVIDE UNDERLAYMENT AT ELEVATOR CAB

FINISH LEGEND

FLOOR	WALL	BASE	CEILING
F1	W1	B1	C1
F2	W2	B2	C2
F3	W3	B3	C3
F4	W4	B4	C4
F5	W5	B5	C5

FINISH LEGEND NOTES

A. PAINT ALL NEW EXISTING PLASTER AND GYPSUM BOARD SURFACES. EXISTING CLEAR FINISHED WOOD TRIM, DOORS AND CASEWORK TO REMAIN AS IS UNLESS NEW WOOD TRIM DOORS AND CASEWORK TO BE FINISHED TO MATCH EXISTING. NEW METAL JAMBS TO BE PAINTED. PAINT ALL PREVIOUSLY PAINTED (BUT NOT CLEAR FINISHED) SURFACES.

B. PAINT ENTIRE EXISTING CEILING. USE NON-BRIDGING PAINT AT EXISTING CEILING TILES

KEYED DRAWING NOTES

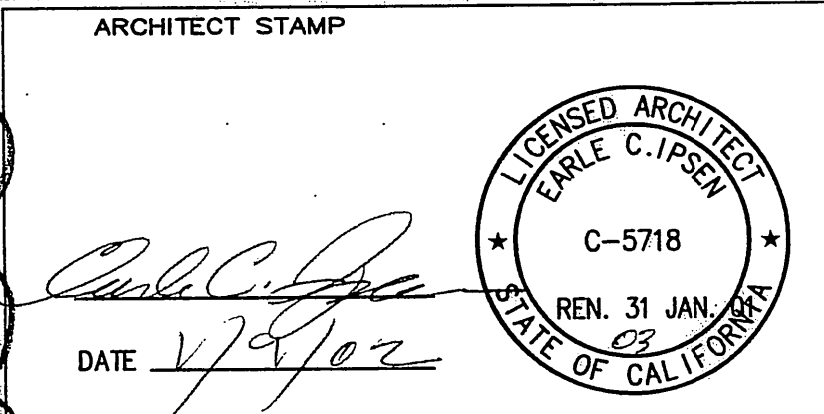
1. SEE FIRE PROTECTION DRAWINGS
2. STAIRWAY DIRECTIONAL SIGN
3. ELEVATOR SIGNAGE
4. ACCESSIBLE ENTRY SIGN
5. REMOVE AND DISPOSE OF EXISTING CABINETS AND FIXTURES
6. CORNER GUARD
7. ELEVATOR DIRECTIONAL SIGN
8. SEE 8/A-523 FOR WINDOW INFILL
9. OCCUPANCY LOAD SIGN
10. REPAIR SUBSTRATE THIS WALL AS REQUIRED, FIELD VERIFY

SYMBOLS LEGEND

(1)	KEYED DRAWING NOTE TAG	(E) WOOD FRAMED WALL
(2)	(E) WOOD FRAMED WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(E) WOOD FRAMED WALL WITH NEW FINISHES (DARK LINE DENOTES NEW FINISH)
(3)	(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(E) CONCRETE WALL
(4)	(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) WOOD FRAMED WALL
(5)	(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) WOOD FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. 3520
(6)	(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) METAL FRAMED WALL - 1-HR. CONSTRUCTION GA FILE NO. WP 1200
(7)	(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) METAL FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. WP 1200
(8)	(E) CASEWORK AND/OR FURRED WALL, REMOVE & REINSTALL &/OR REPLACE IN KIND	(NEW) CONCRETE WALL (NEW) CONCRETE WALL - 1-HR. FIRE RATED CBC 1998 TABLE 7-B ITEM 7-11



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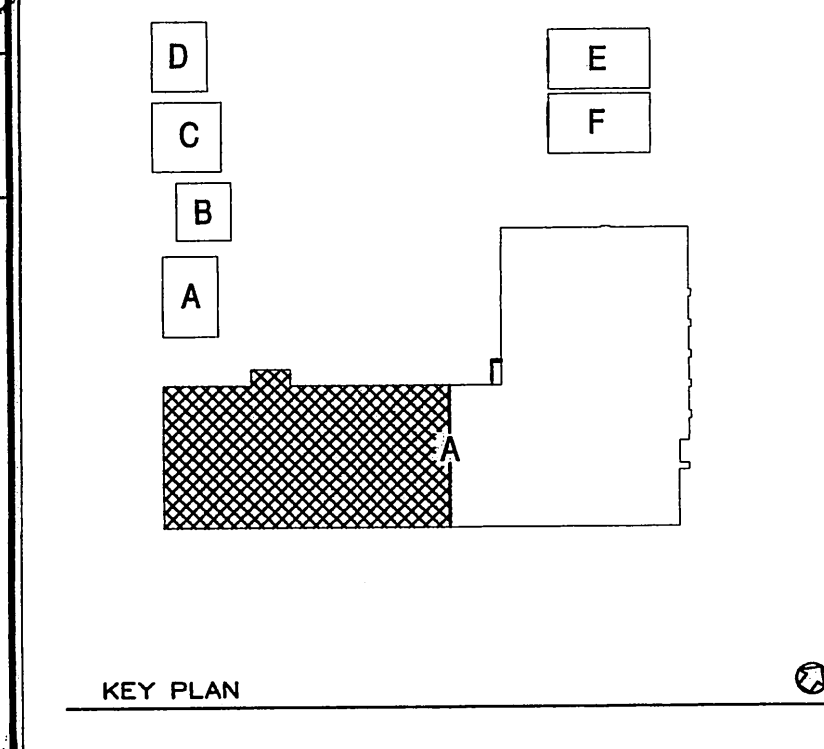
CONSULTANT STAMP

D.S.A. APPROVAL

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT

APPL 01 103813

AC _____ FLS _____ SS _____
DATE _____



REVISIONS

NO	DESCRIPTION	DATE
1	ADDENDUM #1	04/14/2004

PROJECT
**PARKER
ELEMENTARY SCHOOL
MODERNIZATION / SEISMIC
RECONSTRUCTION**
OAKLAND UNIFIED
SCHOOL DISTRICT

SHEET
BASEMENT FLOOR PLAN, WEST
BUILDING A

APPROVED
DIV OF THE STATE ARCHITECT
AC _____ FLS _____ SS _____
APPL NO. 01/20/3813, DATE
MAY 17 2004

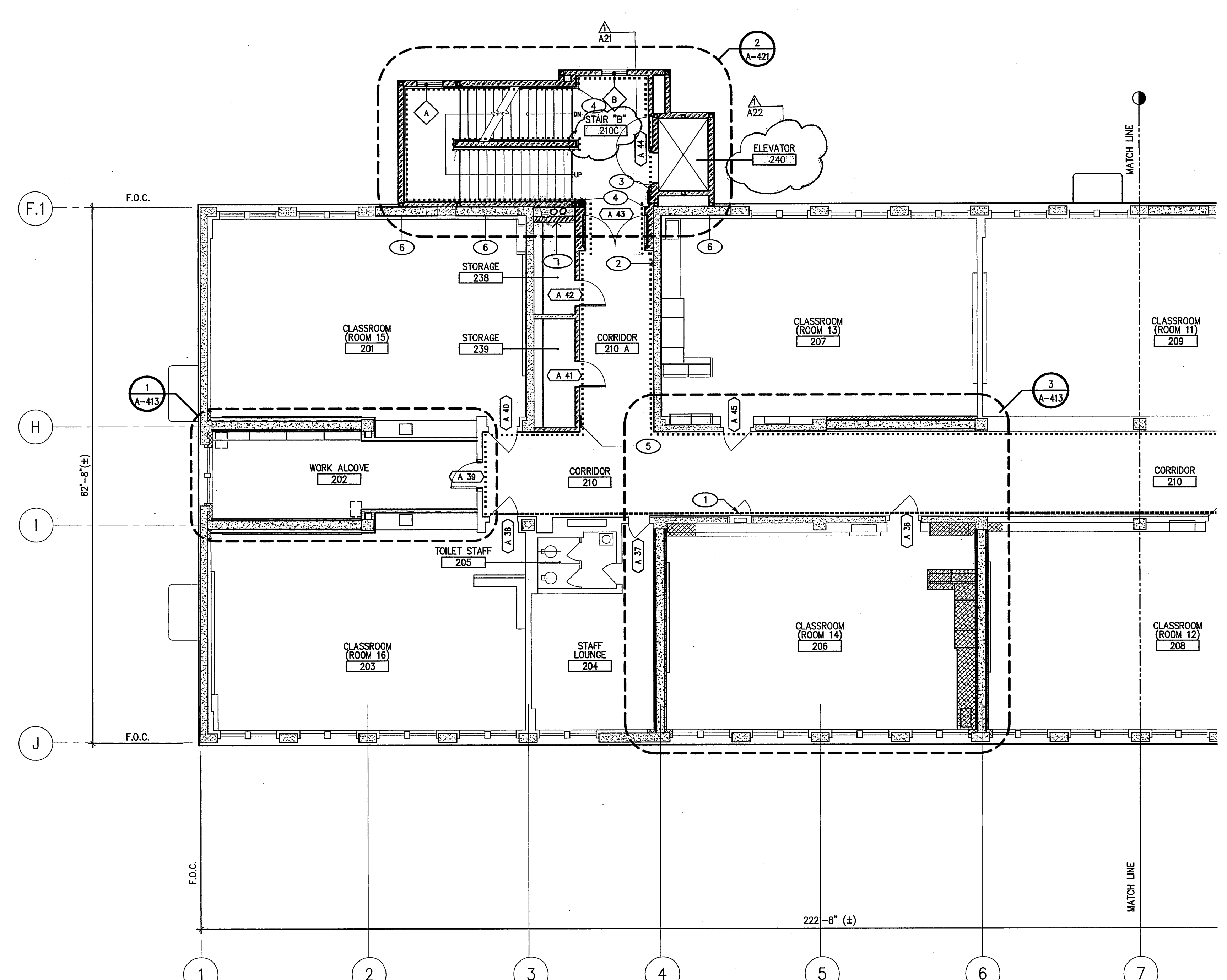
JOB NUMBER
93-21-642

DRAWN BY
KL

CHECKED BY
JK

DATE
12-14-01

DRAWING
AD1-A-211



FIRST FLOOR PLAN WEST- BUILDING A
SCALE: 1/8"=1'-0"

GENERAL DRAWING NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION AND ASSEMBLY OF ALL ELEMENTS OF THE WORK.
2. GROUT OPENINGS THROUGH EXISTING CONCRETE FLOOR AND ROOF SLABS WHERE PIPING, DUCTS OR CONDUITS HAVE BEEN REMOVED.
3. PROVIDE SOLID BACKING AS REQUIRED IN WALLS AND CEILINGS FOR ALL SURFACE MOUNTED ACCESSORIES.
4. DO NOT CUT OR DRILL STRUCTURAL ELEMENTS UNLESS SPECIFICALLY APPROVED BY THE ARCHITECT.
5. SEE ENLARGED FLOOR PLANS FOR SELECTED AREAS AS INDICATED.
6. SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ELECTRICAL PANELS, LIGHT FIXTURES, FIRE ALARMS, POWER AND DATA OUTLETS, ETC.
7. SEE MECHANICAL DRAWINGS FOR LOCATIONS OF DUCTS, GRILLS, VENTS, PIPING AND MECHANICAL EQUIPMENT.

FINISH SCHEDULE

RM.#	ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
201	CLASSROOM (RM 15)	F1	B1	W1	C1	
202	WORK ALCOVE	F1	B1	W1	C1	
203	CLASSROOM (RM 16)	F1	B1	W1	C4	
204	STAFF LOUNGE	F1	B1	W1	C1	
205	TOILET-STAFF	(e)	(e)	W1	C4	
206	CLASSROOM (RM 14)	F1	B1	W1	C4	
207	CLASSROOM (RM 13)	F1	B1	W1	C1	
208	CLASSROOM (RM 12)	F1	B1	W1	C4	
209	CLASSROOM (RM 11)	F1	B1	W1	C1	
210	CORRIDOR	F1	B2	W4	C1	SEE NOTE 1
210A	CORRIDOR	F1	B2	W4	C1	SEE NOTE 1
210C	STAIR B*	*	*	W3, C3	C3	SEE NOTE 3
238	STORAGE	-	-	-	-	
239	STORAGE	-	-	-	-	
240	ELEVATOR	F5	-	-	-	SEE NOTE 2

- FINISH SCHEDULE NOTES
1. TRIM VCT TIGHT TO TILE BASE
 2. PROVIDE UNDERLAYMENT TO ELEVATOR CAB
 3. RUBBER TREADS AND RISERS @ STAIRS w/ RESILIENT BASE @ LANDING

FINISH LEGEND

FLOOR	F1 VCT	CEILING	C1 SUSPENDED ACOUSTICAL CEILING
F2 CERAMIC TILE	F3 TERRAZZO	F4 SEALED CONCRETE	F5 RUBBER TILE
BASE	B1 RESILIENT BASE	B2 CERAMIC TILE	WALL
W1 (E)/W WALL SURFACES PAINTED. SEE NOTE A	W2 PAINTED GYPSUM BOARD	W3 HIGH-STRENGTH GYPSUM BOARD w/ ACRYLIC FINISH	W4 CERAMIC TILE, PAINTED GYPSUM BOARD
CEILING	C2 ACOUSTICAL TILE OVER GYPSUM BOARD	C3 PAINTED GYPSUM BOARD	C4 EXISTING CEILING PAINTED-SEE NOTE B
C5 PAINTED STRUCTURE	FINISH LEGEND NOTES		
A. PAINT ALL NEW EXISTING PLASTER AND GYPSUM BOARD SURFACES. EXISTING CLEAR FINISHED WOOD TRIM, DOORS AND CASEWORK TO REMAIN AS IS UNLESS NEW WOOD TRIM DOORS AND CASEWORK TO BE FINISHED TO MATCH EXISTING. NEW METAL JAMBS TO BE PAINTED. PAINT ALL PREVIOUSLY PAINTED (BUT NOT CLEAR FINISHED) SURFACES.			
B. PAINT ENTIRE EXISTING CEILING. USE NON-BRIDGING PAINT AT EXISTING CEILING TILES			

KEYED DRAWING NOTES

- 1 EXISTING FIRE EXTINGUISHER/ CABINET. SEE FIRE PROTECTION DRAWINGS.
- 2 STAIRWAY SIGN
- 3 ELEVATOR SIGN
- 4 CORNER GUARD
- 5 ELEVATOR DIRECTIONAL
- 6 SEE 8/A-523 FOR WINDOW INFILL DETAIL
- 7 1 HOUR SHAFT-EXTEND WALLS TO CONCRETE STRUCTURE

SYMBOLS LEGEND

(1) KEYED DRAWING NOTE TAG	(C) CONCRETE WALL
(E) WOOD FRAMED WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) WOOD FRAMED WALL
(E) CONCRETE WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) WOOD FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. 3520
VESTIBULE ROOM NAME AND NUMBER	(NEW) METAL FRAMED WALL - 1-HR. CONSTRUCTION GA FILE NO. WP 1200
(A.4) DOOR TAG	(NEW) METAL FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. WP 1200
◇ WINDOW TAG	(NEW) CONCRETE WALL
(E) CASEWORK AND/OR FLURRED WALL REMOVE & REINSTALL &/OR REPLACE IN KIND	(NEW) CONCRETE WALL - 1-HR. FIRE RATED CBC 1998 TABLE 7-B ITEM 7-1.1
(E) WOOD FRAMED WALL	
(E) WOOD FRAMED WALL WITH NEW FINISHES (DARK LINE DENOTES NEW FINISH)	

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ARCHITECT STAMP

Paul C. Jones
DATE 1/9/02

REGISTERED ARCHITECT
PAUL C. JONES
C-5718
REN. 31 JAN 03
STATE OF CALIFORNIA

CONSULTANT

CONSULTANT STAMP

DATE

D.S.A. APPROVAL

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT

APPL 01 103813

AC _____ FLS _____ SS _____
DATE _____

KEY PLAN

NO	REVISIONS	DESCRIPTION	DATE
1	ADDENDUM #1		04/14/2004

PROJECT
PARKER
ELEMENTARY SCHOOL
MODERNIZATION / SEISMIC
RECONSTRUCTION

OAKLAND UNIFIED
SCHOOL DISTRICT

SHEET

FIRST FLOOR PLAN, WEST
BUILDING A

APPROVED
DIV OF THE STATE ARCHITECT
AC _____ FLS _____ SS _____
APPL NO. 01-103813, DATE MAY 17 2004

SCALE

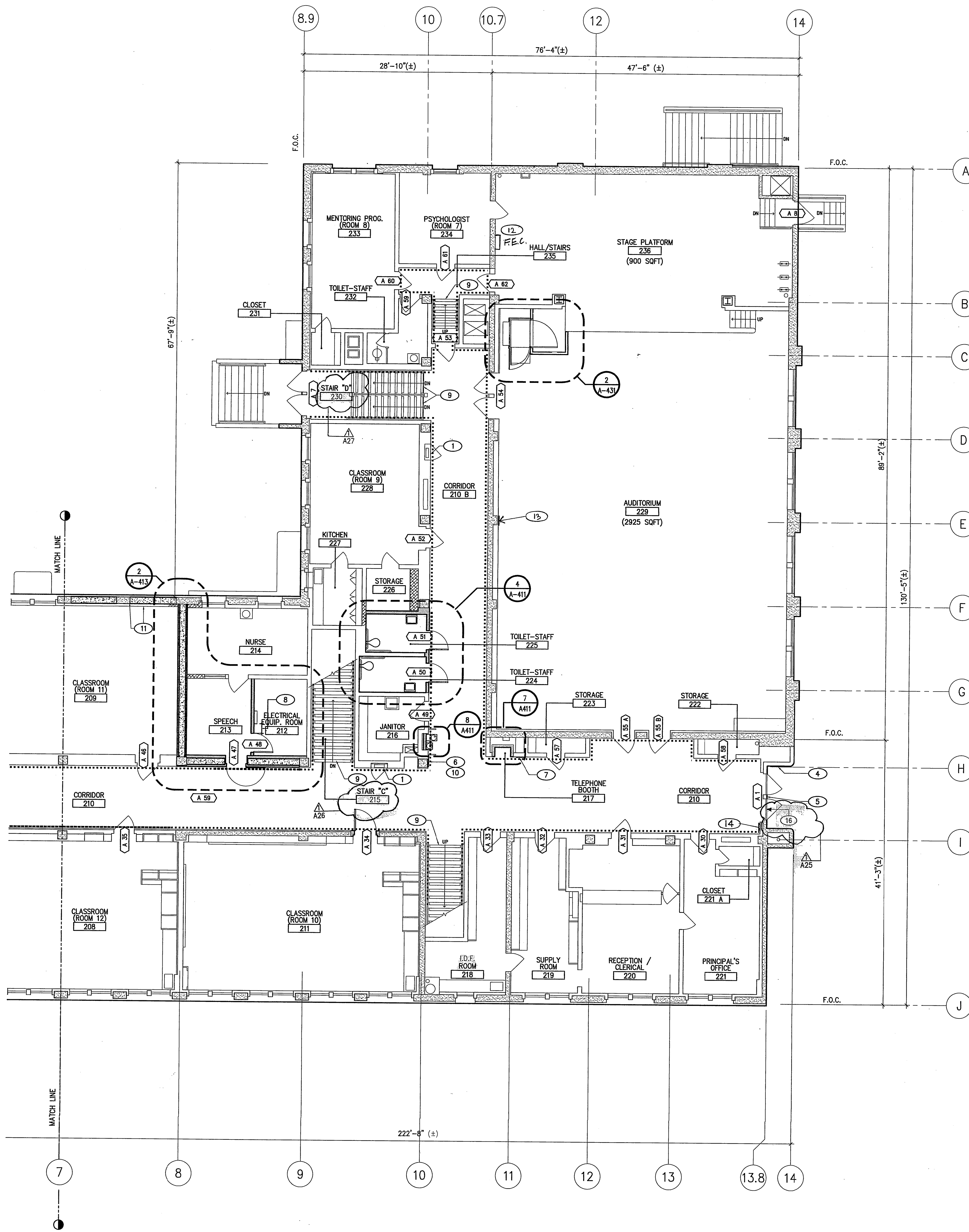
JOB NUMBER
93-21-642

DRAWING
AD1-A-221

DRAWN BY
KL

CHECKED BY
JK

DATE
12-14-01



FIRST FLOOR PLAN, EAST - BUILDING A
SCALE: 1/8"=1'-0"

GENERAL DRAWING NOTES

- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION AND ASSEMBLY OF ALL ELEMENTS OF THE WORK.
- GROUT OPENINGS THROUGH EXISTING CONCRETE FLOOR AND ROOF SLABS WHERE PIPING, DUCTS OR CONDUITS HAVE BEEN REMOVED.
- PROVIDE SQUID BACKING AS REQUIRED IN WALLS AND CEILING FOR ALL SURFACE MOUNTED ACCESSORIES.
- DO NOT CUT OR DRILL STRUCTURAL ELEMENTS UNLESS SPECIFICALLY APPROVED BY THE ARCHITECT.
- SEE ENLARGED FLOOR PLANS FOR SELECTED AREAS AS INDICATED.
- SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ELECTRICAL PANELS, LIGHT FIXTURES, FIRE ALARMS, POWER AND DATA OUTLETS, ETC.
- SEE MECHANICAL DRAWINGS FOR LOCATIONS OF DUCTS, GRILLS, VENTS, PIPING AND MECHANICAL EQUIPMENT.

FINISH SCHEDULE

RM.#	ROOM NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
208	CLASSROOM (RM 12)	F1	B1	W1	C1	-
209	CLASSROOM (RM 11)	F1	B1	W1	C1	-
210	CORRIDOR	F1	B2	W4	C1	SEE NOTE 1
210A	CORRIDOR	F1	B2	W4	C1	SEE NOTE 1
210B	CORRIDOR	F1	B2	W4	C1	SEE NOTE 1
211	CLASSROOM (RM 10)	F1	B1	W1	C1	-
212	STORAGE	F1	B1	W1	C3	-
213	SPEECH	F1	B1	W1	C1	-
214	NURSE	F1	B1	W1	C1	-
215	STAIR C'	(e)	(e)	W1	C4	-
216	JANITOR	(e)	(e)	W1	C4	-
218	I.D.F. ROOM	F1	B1	W1	C4	-
219	SUPPLY RM	F1	B1	W1	C4	-
220	RECEPTION/CLEARING	F1	B1	W1	C1	-
221	PRINCIPAL'S OFFICE	F1	B1	W1	C1	-
221A	CLOSET	F1	B1	W1	C4	-
222	STORAGE	(e)	(e)	(e)	(e)	-
223	STORAGE	(e)	(e)	(e)	(e)	-
224	TOILET-STAFF	F2	B2	W2	C3	-
225	TOILET-STAFF	F2	B2	W2	C3	-
226	STORAGE	F1	B1	W1	C4	-
227	KITCHEN	F1	B1	W1	C4	-
228	PARENT ROOM (RM 9)	F1	B1	W1	C4	-
229	AUDITORIUM	(e)	(e)	W1	C4	-
230	STAIR D"	(e)	(e)	W1	C4	-
231	CLOSET	(e)	(e)	(e)	(e)	-
232	TOILET-STAFF	(e)	(e)	(e)	(e)	-
233	MENTORING PROGRAM	(e)	(e)	W1	C4	-
234	PSYCHOLOGIST	(e)	(e)	W1	C4	-
235	HALL/STAIRS	(e)	(e)	W1	C4	-
236	STAGE PLATFORM	(e) *	(e)	(e)	(e)	SEE NOTE 2 *

FINISH SCHEDULE NOTES

- TRIM VCT TIGHT TO TILE BASE
- PROVIDE RUBBER TILE AT LIFT LANDING-SEE 2/A-431

FINISH LEGEND

FLOOR	F1 VCT F2 CERAMIC TILE F3 TERRAZZO F4 SEALED CONCRETE F5 RUBBER TILE F6 CARPET	CEILING	C1 SUSPENDED ACOUSTICAL CEILING C2 ACOUSTICAL TILE OVER GYPSUM BOARD C3 PAINTED GYPSUM BOARD C4 EXISTING CEILING PAINTED-SEE NOTE B C5 PAINTED STRUCTURE
BASE	B1 RESILIENT BASE B2 CERAMIC TILE	FINISH LEGEND NOTES	A. PAINT ALL NEW EXISTING PLASTER AND GYPSUM BOARD SURFACES. EXISTING CLEAR FINISHED WOOD TRIM, DOORS AND CASEWORK TO REMAIN AS IS UNLESS NEW WOOD TRIM DOORS AND CASEWORK TO BE FINISHED TO MATCH EXISTING. NEW METAL JAMS TO BE PAINTED. PAINT ALL PREVIOUSLY PAINTED (BUT NOT CLEAR FINISHED) SURFACES. B. PAINT ENTIRE EXISTING CEILING. USE NON-BRIDGING PAINT AT EXISTING CEILING TILES
WALL	W1 (E)/NO WALL SURFACES PAINTED. SEE NOTE A W2 PAINTED GYPSUM BOARD W3 HIGH-STRENGTH GYPSUM BOARD W4 W/ ACRYLIC FINISH CERAMIC TILE, PAINTED GYPSUM BOARD		

KEYED DRAWING NOTES

- EXISTING FIRE EXTINGUISHER/ CABINET-SEE FIRE PROTECTION DRAWINGS
- ACCESSIBLE ENTRY SIGN
- REMOVE EXISTING ANNUNCIATOR PANEL (ABOVE DOOR)
- RESTROOM DIRECTIONAL SIGNAGE
- PUBLIC TELEPHONE SIGNAGE
- MAINTAIN 18" CLEAR TO ELECTRICAL EQUIPMENT
- 2" WIDE CONTRASTING COLOR STRIP @ EA. (E) RISER NOSING
- ELEVATOR DIRECTIONAL SIGN
- SEE 8/A-523 FOR WINDOW INFILL DETAIL
- NEW SURFACE MOUNTED F.E.C.
- OCCUPANCY SIGN - SEE 15/A-911
- ACCESS INFORMATION SIGN
- (E) ROLL UP SCREEN TO REMAIN
- REPLACE GLAZING ABOVE ENTRANCE DOOR. TO BE SELECTED BY ARCHITECT.

SYMBOLS LEGEND

(1) KEYED DRAWING NOTE TAG	(E) CONCRETE WALL
(E) WOOD FRAMED WALL ASSUMED TO BE (E) CORRIDOR SEPARATION WALL - NO MODIFICATION REQUIRED EXCEPT WHERE NOTED - ALL NEW PIPE, CONDUIT, AND DUCT PENETRATIONS SHALL BE 1-HOUR RATED	(NEW) WOOD FRAMED WALL
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VESTIBULE ROOM NAME AND NUMBER	(NEW) METAL FRAMED WALL - 1-HR. CONSTRUCTION GA FILE NO. WP 1200
(A-A) DOOR TAG	(NEW) METAL FRAMED WALL - 1-HR. FIRE RATED GA FILE NO. WP 1200
WINDOW TAG	(NEW) CONCRETE WALL
(E) CASEWORK AND/OR CURBED WALL REMOVE & REINSTALL &/OR REPLACE IN KIND	(NEW) CONCRETE WALL - 1 HR. FIRE RATED CBC 1998 TABLE 7-B ITEM 7-1.1
	(E) WOOD FRAMED WALL WITH NEW FINISHES (DARK LINE DENOTES NEW FINISH)
	(E) WOOD FRAMED WALL

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Fax: 510/434-7601
E-Mail: pUSD@htiarchitects.com

ARCHITECT STAMP

Paul C. [Signature]
DATE 4/9/02

REGISTERED ARCHITECT
C-578
EXPIRES 31 JAN, 03
STATE OF CALIFORNIA

CONSULTANT

DATE

CONSULTANT STAMP

DATE

D.S.A. APPROVAL

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT

APPL 01 103813

AC _____ FLS _____ SS _____
DATE _____

KEY PLAN

REVISIONS

NO	DESCRIPTION	DATE
1	ADDENDUM #1	04/14/2004

PROJECT
**PARKER
ELEMENTARY SCHOOL
MODERNIZATION / SEISMIC
RECONSTRUCTION**

OAKLAND UNIFIED
SCHOOL DISTRICT

SHEET
**FIRST FLOOR PLAN, EAST
BUILDING A**

APPROVED
DIV OF THE STATE ARCHITECT
AC _____ FLS _____ SS _____
APPL NO. 01-103813 DATE
MAY 17 2004

SCALE

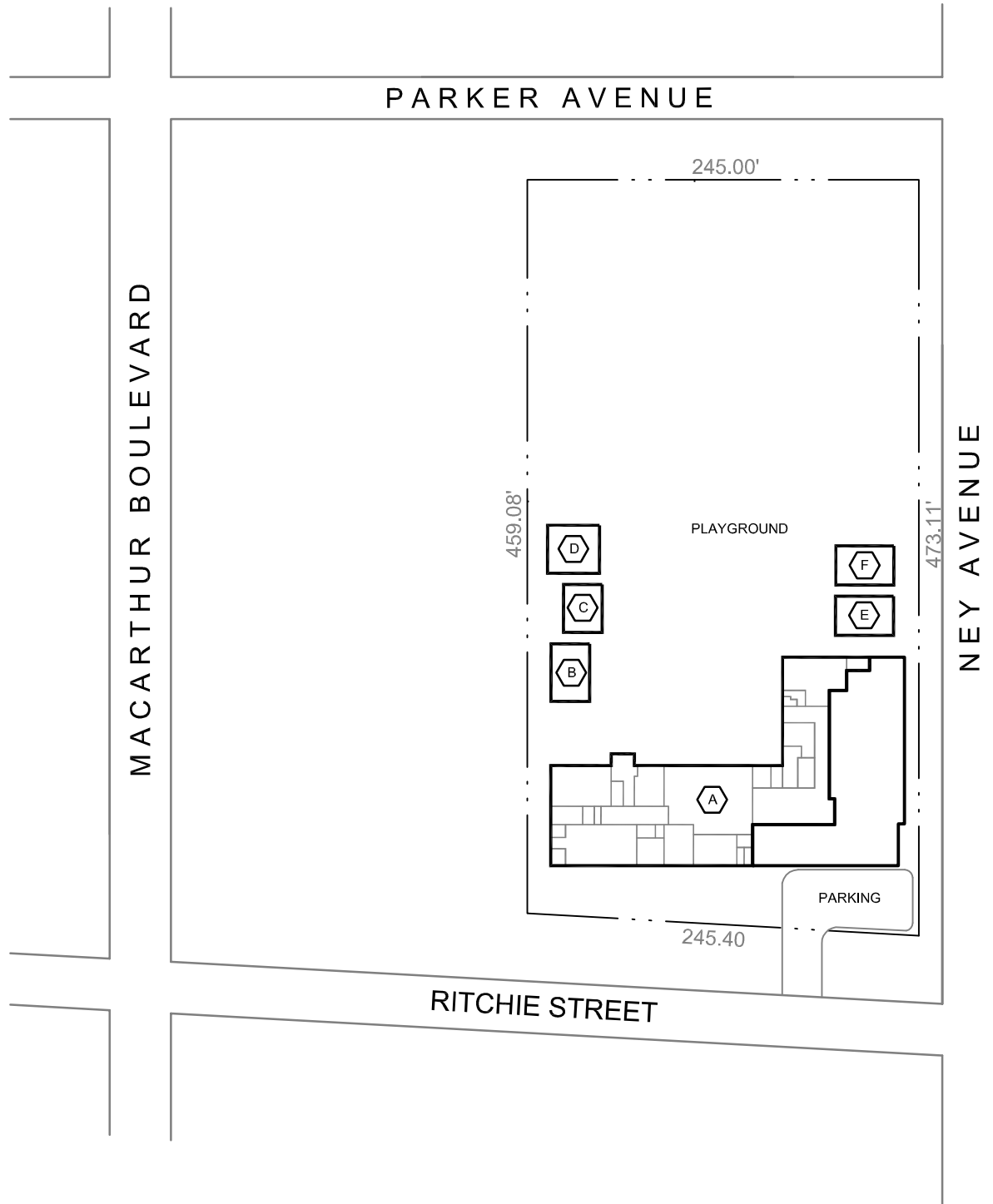
JOB NUMBER
93-21-642

DRAWN BY
KL

CHECKED BY
JK

DATE
12-14-01

DRAWING
AD1-A-222



SITE PLAN

144 - PARKER ELEMENTARY SCHOOL
 7929 NEY AVENUE, OAKLAND, CA 94605-3311



Date: 1/18/2013

Scale: 1"=100'-0"

FORMER PARKER FACILITY RFP
Submitted Questions and Responses

	Question	Response
Questions Regarding Oakland Adult and Career Education (OACE) Programming and Partnership		
1.	What is the scope of offerings planned from OACE in the facility?	<ul style="list-style-type: none"> ● College and Career Readiness English as a Second Language ● High School Equivalent/High School Diploma ● Citizenship ● Basic Computers ● Career Technical Education (Fall 2023) Classes from 9:00-11:30 am, 1:00-4:00 pm & 5:30 -8:00 pm
2.	What age is considered adult?	18 years and older
3.	Does OACE offer classes in the summer too?	Summer Adult Education classes were offered in 2022, there is a plan to offer more in the 2023 summer.
4.	What are the types of services that support OACE?	OACE has a vision for students going to classes and taking advantage of the other services all in the same building site. Adult Ed staff hopes to provide education and other resources to ensure jobs stability and opportunities for adults to be engaged and promote more safety in the community.
5.	Describe the babysitting services offered onsite.	Limited babysitting services for children ages three years or younger are available to OACE students while onsite for class. Babysitting or child care is not available to the community, or during times when OACE students are not in class. Child care services (e.g., preschool, daycare) would require modifications

		to the Parker facilities that are more extensive than what OUSD is willing to consider.
6.	Are child care services permitted? Why are child care services not permitted?	Child care services for nonschool age children (e.g., preschool, daycare) are not permitted. Licensed childcare services would require modifications to the Parker facilities that are more extensive than what OUSD is willing to consider. The Lead Agency may propose youth services for school age children as long as they do not require significant modifications to the Parker facilities.
7.	The auditorium is one of the shared spaces for OACE and the lead agency, what do you imagine the shared auditorium would be?	OACE plans on using the space for graduations and larger meetings. It is recommended that any proposed shared uses of the space be added to the proposals that are submitted.
8.	Is it possible to divide the auditorium using a non-permanent space so two programs can use the space at the same time?	There is no plan for dividing the space permanently because we hope to use the space for graduations and other events where we need an auditorium.
9.	The kitchen is a shared space, typically there are restrictions on how organizations use kitchens in facilities housing Pre-K-12 education, does that apply in this case?	The kitchen is not being used for K-12 food preparation, but will be available for shared use. If the Lead Agency has particular kitchen-related needs, please describe those needs and any related requirements in the proposal. Lead Agency's use of the kitchen must be requested in advance on a case-to-case basis, and is subject to approval by OUSD's designee. Lead Agency uses of the kitchen that interfere with OACE's use will not be permitted. Restrictions may be imposed to ensure Lead Agency's use does not interfere with OACE's use of the kitchen facilities.
10.	What is the requirement and structure for collaboration with OACE?	A more formal structure will be defined when the Lead Agency is selected. We want your ideas for the structure to be part of your proposal. We imagine something like a quarterly meeting to discuss shared use and any issues about the property to solve collaboratively.

11.	How many parking spaces will be available?	Parking for the Lead Agency's use is limited to street parking. (See Sec. 3(a)(iii) of the Use Agreement.)
Questions Regarding Lead Agency Roles and Responsibilities		
	Is it possible to offer after school programs as a lead agency?	Yes, but OUSD will not permit uses that require significant modifications to the Parker facilities.
	Will the lead agency be able to sublet to other agencies for services?	The Lead Agency may subcontract with other entities consistent with the RFP and selected proposal. Subcontractors must agree in the subcontract with the Lead Agency to be held to and abide by the same obligations as set forth in the agreement between OUSD and the Lead Agency. (See Sec. 3(a) of the Use Agreement.)
	What is the suggested range for the rent? Are there any comparables for any other rented space for OUSD?	At minimum the rent payments will need to cover the direct costs, which are calculated by OUSD to be \$6.38/sq.ft. annually in 2023-24 (this breaks down to approximately \$.53/sq.ft. per month). This rate is adjusted by OUSD annually, and does not include custodial or security services, after hours costs, or use of common areas that need to be reserved (e.g., auditorium, playfield). Hourly rates for common areas like the auditorium and playfield are available upon request, and are subject to adjustment by OUSD as needed to reflect current direct costs. Costs of regular and/or extended use of these common areas may be negotiated. As proposed in the draft Facilities Use Agreement, the total square footage of the Premises is approximately 10,547 square feet. OUSD is not required to select the highest bidder, the rent you propose is worth 10 out of 100. The program is worth 70 points.
	Is there any offset to the rent if the lead agency pays for any improvements to the building?	Alterations may only be made if approved by OUSD, and at no expense to OUSD. OUSD may consider an offset, depending on the alteration requested, but only to the extent rent is above OUSD's direct costs. Offsets that fall below the direct costs incurred by Lead Agency's use will not be considered. (See Sec. 15 of the Use Agreement.)

	How is the cost of after hours or weekend hours? Is that a percentage or an hourly rate of costs?	The actual cost will depend on the Lead Agency's proposed use and OUSD's determination of the necessary level of services. After hours and weekend use will require OUSD to provide custodial and security services. Direct cost rates are currently \$43.22/hr for custodial staff, and \$32/hr for security officer, and are subject to adjustment by OUSD as needed to reflect current costs. The current rate sheet is available upon request.
	How should we indicate the services we would like to provide in the proposals?	Each proposal should be explicit in the services that you want to provide and potential subcontractors (if currently known) with which you may partner. If you have not identified potential subcontractors, please share your process and requirements for identifying subcontractors in your proposal.
	Will there be an opportunity to renew a lease after the term limit of 5 years?	There is no automatic right to renewal, but the parties may mutually agree to renew the agreement. (See Sec. 7 of the Use Agreement.)
Questions regarding preparation and maintenance of the property		
	Who has the responsibility for the utilities (electricity/ lights).	OUSD is responsible for payment of utilities, and those costs are included in the calculation of direct costs referenced above. (See Sec. 12 of Use Agreement.)
	What will the shared custodial and maintenance of the property entail?	OUSD will provide regular and once weekly custodial services at Lead Agency's cost for Lead Agency's Premises. Though OUSD will maintain and repair building systems like heating, plumbing, and electrical, Lead Agency will be responsible for maintenance and repair of its Premises. Lead Agency will pay its share of costs to maintain Common Areas; District and Lead Agency may negotiate Lead Agency's share of costs based on the intensity of use proposed by Lead Agency. (See Section 11 of the Use Agreement.)
	In section 6 of the RFP, it says OUSD has not made any investigations and makes no warranty or representation	No, OUSD will not be conducting an investigation and makes no warranty or representation regarding these substances. Upon request, OUSD will make available the most recent asbestos report for the Parker facilities.

	<p>regarding the presence or absence regarding contaminating substances, PCB, or asbestos (or any other hazardous materials or substances). Is there a plan for the District to do an inspection to detect asbestos and remedy it before the future use?</p>	
	<p>Can the latest asbestos report on the property be made public?</p>	<p>Yes, the most recent asbestos report will be available upon request.</p>
	<p>May the selected Lead Agency conduct an independent report to check for asbestos before signing the lease?</p>	<p>Yes, subject to a written agreement between OUSD and the selected Lead Agency to permit such investigation.</p>
	<p>What does it mean in the facilities use agreement that the final space may be different in location type and area?</p>	<p>The proposed rooms for Lead Agency's use are identified in the RFP as an attachment to the proposed facilities use agreement. The final selection of rooms constituting the Premises for Lead Agency's use will be identified in the final Facilities Use Agreement to be executed by the parties. OUSD does not anticipate changes to the classrooms offered for Lead Agency's use, but does anticipate that some of the other rooms may be determined to not be suitable for the Lead Agency's use and will be excluded from the final Facilities Use Agreement. As proposed in the draft Facilities Use Agreement, the total square footage of the Premises is approximately 10,547 square feet.</p>
	<p>Will the portables be removed prior to the start of the lease?</p>	<p>We anticipate the portables on the southwest side of the site will be removed prior to the start of the lease. The portables next to the playground will remain for OUSD's use.</p>
	<p>Will the rooms be painted before they are leased?</p>	<p>The rooms will be cleaned but not painted prior to the use by Lead Agency. Lead Agency may request approval from OUSD to paint the rooms/Premises at its own expense.</p>

	<p>What is entailed in a deep cleaning of the site before future use?</p>	<p>All rooms are high & low dusted, walls are cleaned, furniture is cleaned and floors are stripped of old dirt and re-waxed. All restrooms, offices, hallways, stairways and doors are washed, cleaned and waxed as appropriate.</p>
<p>Other questions</p>		
	<p>When is the proposal due?</p>	<p>Proposals are due January 23, 2023, by 5 p.m. Due to the discrepancy between the date listed in the RFP and the website, OUSD will accept proposals through the later date of the two dates, January 23, 2023 at 5 p.m.</p>

Exhibit B

Lead Agency's Proposal

[see following pages]



Response to Request for Proposal for
Community Programs, Resources, and Services
at 7929 Ney Ave, Oakland, CA 94605
(former Parker School facilities Campus)

submitted January 23, 2023
by Roots Community Health Center (Respondent)
and collaborative partners

A. Cover Letter

Respondent: Roots Community Health Center, a Non-profit 501(c)(3) public benefit corporation, licensed by the California Department of Health. Tax I.D.: 26-2583954. www.rootsclinic.org

Authorized to speak for Respondent: Noha Aboelata, Founding CEO, drnoha@rootsclininc.org

Attestation. *Roots Community Health Center (Roots) has received and reviewed the Facilities Use Agreement (available as Attachment B to the RFP). Roots understands that this is the legal agreement that the selected Respondent will need to sign and Roots agrees to sign it, without objection or reservation, if selected by the District. Roots Community Health Center understands that only the District, at its sole discretion, may change the terms of the Facilities Use Agreement. Roots understands that the final space that may be offered to Respondent under the Facilities Use Agreement may be different (in location, type, and area) that was described in the RFP, in the walk-through of the Site, or in other instances to date by the District. Roots Community Health Center certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in responding to the RFP and that Roots has no current intent (nor has promised) to employ or retain any official or employee of the District, nor any business entity in which an official of the District has an interest, to perform any of the services for which Roots might be selected by this RFP process. No official or employee of Roots has ever been convicted of an ethics violation. By virtue of submission of this Proposal, Roots declares that all information provided is true and correct.*

To Whom It May Concern,

The enclosed proposal is submitted by **Respondent Roots Community Health Center (Roots)** on behalf of the three primary partners: **Roots, Merritt College** and **the East Oakland Youth Development Center** and in collaboration with **Black Cultural Zone Collaborative** members including **MOCHA** and **Acta Non Verba**. Below is a brief description of the focus and expertise of each of the three primary partner organizations:

- **Roots Community Health Center**, a community-based integrated healthcare organization with a holistic focus on 'whole health,' representing a critical access point for safety-net medical care, behavioral health, health navigation, policy advocacy and social services for persons of all backgrounds in East Oakland. Roots' team of physicians, nurses, behavioral health providers, and navigators provide culturally responsive services across the life spectrum.
- **Merritt College**, a two-year college accredited by the Western Association of Schools and Colleges and has served the Oakland Community since 1954. Merritt College is committed to a culture of equity and inclusion that empowers students to strive for fulfilling careers, community participation and love of learning.
- **East Oakland Youth Development Center (EOYDC)**, focuses on developing the social and leadership capacities of youth and young adults so they can achieve excellence in education, career, and service to their communities. EOYDC ensures that young people are equipped to have meaningful, well-paid careers that leverage their talent and passion. EOYDC believes that young people can realize their fullest potential when formal and informal education is delivered in a context of safety and support, and grounded in the pursuit of well-being and joy.

This proposal represents the vision and commitment of these partners as well as a coalition of more than 25 nonprofit organizations, many are partner organizations of the Black Cultural Zone Collaborative, rooted in the vicinity and catchment area of the former Parker School campus. The combined work of these organizations represents more than a century of commitment to East Oakland and spans the full continuum of community support from birth to college and career. It is notable that several of the leaders invested in the success of this proposed project grew up within walking distance of the Parker School Campus and are OUSD alumni.

These three partners and their collaborators and supporters seek to revitalize the Parker School campus as an educational and empowerment hub for individuals, families and neighborhoods of East Oakland. Many of these are Black and Brown residents who have experienced decades of disinvestment and progressive marginalization. The partnership plans to offer an array of courses, workshops and services designed to offer residents the skills, knowledge and support to achieve and nurture their health and well-being, participate successfully in the marketplace, develop sustainable economic opportunities for East Oakland, and embrace their potential to become civic, cultural and artistic leaders.

As mentioned above, Roots will serve as the lead and coordinating agency, working closely with the two primary partners: Merritt College, and EOYDC. Roots will leverage its expertise in delivering whole health, employment training and job placement, navigation services, and housing assistance, and the collective strengths and resources of its two partners, in furtherance of the overlapping and synergistic missions of these entities, each of which is devoted to uplifting and empowering East Oakland communities. For the duration of the proposed project, the three partners will thrive to create a comprehensive array of programs and services at the Parker site for a continuum of support for youth through college and career. Specifically,

- **Roots** will undertake Health Worker Training (social determinants of health, motivational interviewing, chronic disease basics, health justice, mental health first aid) as well as classroom-based components of Light Manufacturing Training (weight & measures, OSHA, quality control, etc.).
- **Merritt** will offer credit and noncredit courses including courses in the fields of Medical Assisting, Certified Nursing Assistant and Community Social Services / Substance Abuse (COSER) courses.
- **EOYDC** will engage youth and young adults in Entry-Level Job Training modeled after its Job Training Success program (resume/cover letter development, interview skills, professionalism, etc.), Paid Work-Based Learning Placements with collaborative partners, such as the Museum of Children's Art's creative youth development and arts education internships, the Black Cultural Zone's paid work experience programs, and externship opportunities with local businesses and organizations. EOYDC will also present workshops and educational programming to help youth/young adults set career goals, and identify, matriculate into, finance and complete potential post-secondary education aligned with their long-term career goals.

The partners also plan to address the epidemic of gun violence that has been traumatizing deep East Oakland. Underlying the work that will be done at the Parker site is the commitment to fostering compassion and community engagement to advancing whole health, and to investing in the tools required for individuals' self-determination that is essential to community betterment. It is important to note that the partners have been deliberate about ensuring that the proposed services are designed to be complementary to those provided by **Oakland Adult and Career Education**, and will lend to a one-stop continuum of education and training services for the East Oakland community.

Please do not hesitate to reach out to us to discuss this proposal further. Our commitment to revitalizing East Oakland is long-standing. And our track records in creating positive change is well-documented and widely celebrated.

Sincerely,



Noha Aboelata, MD
CEO, Roots Community Health Center (Lead Partner / Respondent)

B. Qualifications & Vision

Vision: The core partners and collaborators seek to empower individuals and families in East Oakland with the skills, knowledge and support services to:

- Nurture and sustain their health and well-being;
- Enable them to participate successfully in the marketplace and to grow sustainable economic opportunities for deep East Oakland;
- Become civic, cultural and artistic leaders in their neighborhoods and community; and
- Foster a culture of self-determination rooted in compassion, community engagement, and non-violence.

This vision is also intended to address, to the extent possible, the need to end the epidemic of gun violence that touches and traumatizes so many in deep East Oakland.

Theory of Change: The physical, behavioral, and spiritual health and well-being of individuals and families is achieved when persons are rooted in a collective, culturally sustaining, and healing-centered community. Such a community is possible when it invests in **Place Keeping, Locally-Rooted Economic Development, and Quality of Life**. These touchstone foci underpin the programs and services that the proposed project partners and collaborators will provide on the Parker Campus.

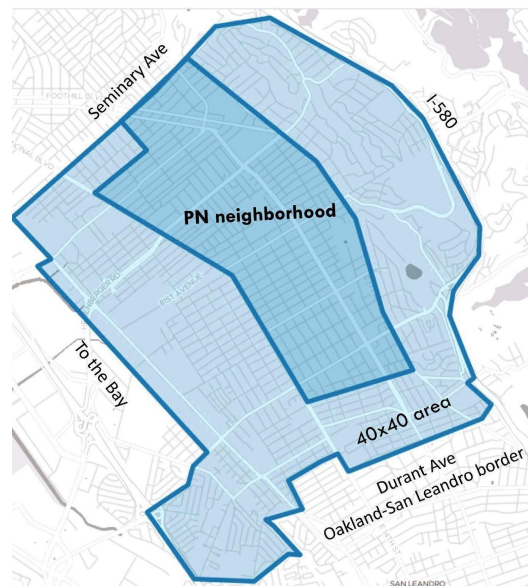
- **Place Keeping.** East Oakland must reclaim and press into productive use the numerous unused, under-used or mis-used private and public spaces to promote individual and community empowerment and pride. Strategies include fostering anti-displacement programs, activities and advocacy to protect and increase access to quality affordable housing; activating vacant or partially vacant buildings and lots, by promoting (for example) pop-up to permanent hubs and villages to incubate locally-owned businesses, health, educational and social services, art making and consuming, healthy food cultivation, preparation and distribution, environmental awareness and advocacy, and safe and secure community gathering.
- **Locally-Rooted Economic Development.** East Oakland must reclaim manufacturing, sales, services, and other economic opportunities that have been siphoned from it over decades of extractive disinvestment and progressive marginalization. Community wealth-building will require, among other factors, workforce development programs for unemployed, underemployed and underskilled residents, investment in local entrepreneurs, and recruitment of community-enriching businesses as anchor tenants.
- **Quality of Life.** Place Keeping and Economic Development alone are insufficient, they must be coupled with the ability to expand and sustain the physical, mental, creative, and spiritual well-being and resilience of community members. It is imperative to cultivate a recognition that an individual's well-being is deeply intertwined with community participation and commitment to community betterment. This focus on Quality of Life: the nourishing of body, soul and spirit through intentional, integrative and justice-informed practices undertaken by individuals rooted in a collective endeavor is central to the evidence-based missions of the project partners, and shapes the activities that will take place on the Parker Campus.

Vision for Collaboration with the District's Adult and Career Education Department. Roots Community Health Center has been a proven partner of local government agencies and departments with respect to the delivery of quality healthcare and impactful social services. We believe that this proposed project represents a natural extension of Roots' work in leading community advisory bodies and collecting and operationalizing ongoing feedback and assessments about programming, services, and unmet needs. In support of the District's goals, Roots would work with the District to conduct a series of working sessions designed to ensure that the vocational training/career exploration activities to be undertaken at the Parker site is responsive and is matching the community needs and interests. To assess the progress, Roots

plans to convene quarterly working sessions of coalition and community members to ensure continued programming efficacy.

Moreover, Roots' collaborative oversight efforts would tap community groups such as Oakland Reach, OUSD Black Students, Families Thriving Task Force and Better Neighborhoods, and Same Neighbors Stakeholder Committee. The partners would also leverage already active community advisory councils including: the 40x40 Initiative's People's Advisory Council, Roots' Youth Advisory Council, the Barber's Advisory Council, and EOYDC's Teen Advisory Council.

It is worth noting that, Roots in collaboration with the Black Cultural Zone Collaborative, and the Brotherhood of Elders, have been leading what is known as the 40x40 Initiative, with the goal of improving the health, culture, community, and sense of belonging for residents in a roughly 40x40 block area that includes the former Parker School Campus. (See Figure). The 40x40 Initiative is guided by a People's Advisory Council (PAC), consisting of Black community leaders and residents of the 40x40, and is in a strong position to provide invaluable guidance and advice for Parker Campus programming.



Qualifications as a Program, Resource, or Service Provider for East Oakland and Qualifications to Manage other Providers. Roots has an acknowledged track record as an effective manager of contractors, subcontractors, and program partners. Since its inception, Roots has successfully designed and coordinated the effective use of its various campuses, satellite clinics, and mobile vans and buses to create a continuum of programs and services for persons (both housed and unhoused) of all ages and abilities.

In its role as a lead respondent, Roots will provide the following services onsite:

1. Site staffing and coordination of partners and their respective use of the site spaces;
2. Community Health Worker Training, and
3. Classroom-based components of Light Manufacturing training.

Roots has a proven track record in each of these areas. Currently, Roots operates multiple campuses which house multiple contractors, partners and collaborators across the East and South Bays to (among other activities) recruit, train, and employ community health workers and navigators, create training and employment opportunities in manufacturing, and link community members to public benefits and housing.

This proposal represents the shared vision of a coalition of partners and collaborators, most described above, that are committed to revitalizing East Oakland, where the organizations are based, and have long worked to create positive change for the community. It is notable that the leaders of several of these groups grew up within walking distance of the Parker Campus and are OUSD alumni. These partners and collaborators are well-positioned to serve as stewards of the Parker Campus.

In developing the scope of this proposal for re-vitalizing the Parker Campus, the partnership was guided by several principles including:

- Community Centered: Center the needs of youth, adults and families in the design and delivery of programs and services, including incorporating intergenerational programming and knowledge-sharing.
- Support Whole Health by ensuring our students have access to basic physical and mental health services.
- Ensure Language Accessibility: Seek to eradicate barriers to resources and knowledge for our diverse community by catering to multiple language(s) and a variety of learning styles, and embracing dynamic programming.
- Invest in Under-Resourced Communities: A deep commitment to equity will inform how we serve community members. The deep East Oakland community will thrive only when its most under-resourced populations are thriving.
- Empowerment and Self-Determination: Foster self-determination infused by compassion and empower individuals and families to be leaders within their own communities.
- Elevate Community Voices: Hold an intentional space for the diversity of backgrounds and views needed at the table.
- Incubate Homegrown Leaders: Develop leaders so they become integral to shaping and sustaining activities on and beyond the Parker campus.
- Transparent and Accountable: Be continuous learners by opening space for the assessment of our programs and services and report the impact of our work to stakeholders.

Programming at the Parker Campus

For the duration of the proposed project, the three partners will thrive to create a comprehensive array of programs and services at the Parker site for a continuum of support for youth through college and career. Specifically,

- **Roots** will undertake Health Worker Training (social determinants of health, motivational interviewing, chronic disease basics, health justice, mental health first aid and parenting) as well as classroom-based components of Light Manufacturing Training (weight & measures, OSHA, quality control, etc.). These courses are appropriate for young adults through older learners.
- **Merritt College** will offer credit and noncredit courses including in the fields of Medical Assisting, Certified Nursing Assistant and Community Social Services / Substance Abuse (COSER) courses.
- **EOYDC** will engage youth and young adults in Entry-Level Job Training, based on its Job Training Success program (e.g., resume/cover letter development, interview skills, professionalism, etc.), Paid Work-Based Learning Placements with EYOD and collaborative partners, such as the Museum of Children's Art's creative youth development and arts education internships, The Black Cultural Zone's paid work experience programs, and externship opportunities with local businesses/organizations. In addition, EOYDC will present workshops and educational programming to help youth/young adults identify, matriculate into, finance, and complete post-secondary education aligned with their long-term career goals.

Intended use of space. Each of the partners will be offering classroom-based programming during regular business hours with some weekend programming. Orientations may be held in the Multi-Use Room

Contract Point of Contact. Noha Aboelata, CEO

Onsite Point of Contact: Operations Coordinator, TBH (supervisor: Operations Manager Barron Bradley)

Site Modifications. At this time, Roots and its partners do not envision any modifications to the Parker Campus.

Program Providers. Programs, resources and services for the proposed scope will be provided by the partners named herein in-kind, via Memoranda of Agreements. Partners will each contribute their pro rata portion for shared services. The partners will collectively determine if additional partners are desired to fill any gaps in services, at which time additional MOUs may be entered into.

References

1. **Kimi Watkins-Tartt, Director**, Alameda County Department of Public Health, Kimi.Watkins-Tartt@acgov.org, 510-301-6335
2. **Gregory Hodge, Chief Network Officer**, Brotherhood of Elders Network, greg@brotherhoodofelders.net, 510-750-8479
3. **Chris Iglesias, Chief Executive Officer**, Unity Council, ciglesias@unitycouncil.org, 510-599-6433
4. **Lateefah Simon, President**, Meadow Fund, lateefah@meadowfund.org, 415-420-7415
5. **Kristen Spanos, Executive Director**, First 5 kristin.spanos@first5alameda.org, 510-590-6702
6. **Dr. Brandon Nicholson, Executive Director**, Hidden Genius Project, brandon@hiddengeniusproject.org, 510-995-0447

C. Payment

In 2021 OUSD passed a resolution, Reparations for Black Students, which outlined its commitment to address the impacts of structural societal racism over many generations on Oakland's Black families, including school closures in Black neighborhoods and resulting gentrification; the over- criminalization of Black youth; and the failure to adequately resource schools serving Black families, which has resulted in two-thirds of Black students being forced out of the District. OUSD created a Black Students and Families Thriving taskforce to prioritize action on a number of measures to address these issues in Oakland schools. A series of community listening sessions identified, among many other issues, the need to provide more culturally relevant academic and mental health support, internship and mentorship opportunities, opportunities for deeper engagement of students and families in decision making, and prioritizing the recruitment and retention of educators of color and Black and Brown OUSD alumni.

Considering our lived experience, expertise, and demonstrated commitment to serving the community in which this campus is situated, we believe that Roots and its partners are highly qualified and best equipped to steward this community space. The lead agency, along with the collaborating organizations, are led by Oakland natives of African descent – many of whom are also OUSD alumni. In addition, over 90% of participants/clientele served by Roots and EOYDC identify as Black or Brown, as do ~86% of students enrolled at Merritt college.

Given OUSD's commitment to reparations, we believe that we should be able to activate free community programming at this site at **no cost**. This no-cost proposal factors in (a) uncertainty regarding the duration of the project period, (b) the collaborative's assumption of startup and operational costs, and (c) the estimated ~\$40,000 of in-kind services each month Roots and its partners will be collectively offering to the community. The partners will cover the administrative, janitorial, and security expenses required to support our programming at the site.

Roots' most recent audited financial statement is attached.

Exhibit C

Description of Property, Premises, and Payment Amounts

[To be subsequently adopted by the Parties and incorporated into this Agreement as an amendment or addendum]