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

Memo

To Board of Education

From Dr. Silke Bradford, Director – Quality Diverse Providers
David Montes de Oca - Deputy Chief
Marion McWilliams - General Counsel

Board Meeting Date May 24, 2017

Subject **Approval of Rehabilitation Agreements as it Relates to Charter Schools' Applications for State Funding to Rehabilitate Existing District School Site Facilities**

Action Requested Adoption by the Board of Education of Rehabilitation Agreements with Twelve Charter Schools to enable Charter Schools to apply for California School Facility Program funds to rehabilitate District facilities.

Background and Discussion The passage of Propositions 47, 55 ID and 51 have made \$1.4 billion available to charter schools for the construction of new facilities or rehabilitation of existing school district facilities through the state-funded California School Facility Program ("CSFP"), which is jointly administered by the California School Finance Authority and the Office of Public School Construction. The District has received notice from twelve charter schools of their desire to submit applications for CSFP funds to rehabilitate District school sites already housing the respective charter schools.

Under Education Code section 17078.62(a), if funds are awarded, as a first priority, the existing charter school shall be permitted to use the facility until the charter school no longer needs it for charter school purposes. If the charter school applicant receiving funding is no longer occupying the facility built or rehabilitated under this program, the Education Code establishes as second priority that any qualifying successor charter school may occupy the facility on equal terms as those of the prior charter school occupant.

The charter school would receive a 50% loan from the California State Finance authority for the project, and would be responsible for paying the remaining 50%. The District would hold title to the rehabilitated project in trust for the State.



If the charter school or successor charter school does not take possession of the site, the District can possession as long as it assumes the loan payments, unless it receives a waiver.

The following proposed Rehabilitation Projects are being applied for by local charter schools:

Legistar No.	CHARTER SCHOOL	SITE FOR REHABILITATION
17-1213	Lodestar – Lighthouse Community Schools	King Estates Campus 8251 Fontaine Street
17-1214	East Bay Innovation Academy	Marshall Campus 3400 Malcolm Avenue
17-1215	Cox Academy	E. Morris Cox Campus 9860 Sunnyside Street
17-1216	Urban Montessori	Sherman Campus 5328 Brann Street
17-1217	KIPP Bridge	Lafayette Campus 1700 Market Street
17-1218	Aspire-Berkley Maynard Academy	Golden Gate Campus 6200 San Pablo Avenue
17-1219	Roses in Concrete	John Swett Campus 4551 Steele Street
17-1220	Leadership Public Schools	Castlemont Campus 8601 MacArthur Boulevard
17-1221	Yu Ming	6232 Herzog Street
17-1222	Achieve Academy	Hawthorne Campus 1700 28 th Avenue
17-1223	Learning Without Limits	Jefferson Campus 2035 40 th Avenue
17-1224	Education for Change- Lazaer Academy	Lazaer Site 824 29 th Avenue

Recommendation

Approval by the Board of Education of Rehabilitation Agreements in accordance with applicable law.

Fiscal Impact

N/A.

Attachments

- Rehabilitation Agreements

AGREEMENT FOR THE REHABILITATION OF JOHN SWETT ELEMENTARY SCHOOL CAMPUS

This Agreement is made by and between Oakland Unified School District, a district duly formed and existing under the law of the State of California ("District") and Roses In Concrete, a California non-profit public benefit corporation that operates Charter School that formed and approved by the District Board of Education under the laws of the Charter School Act of 1992 (Education Code section 47600 et seq.)(the "Act").

RECITALS

WHEREAS, the Charter School Facilities Program, California Education Code section 17078.52 et seq. ("CSFP") provides funding to charter schools for permanent school facilities;

WHEREAS, the passage of Propositions 47, 55 ID and 51 have made \$1.4 billion available to charter schools for the construction of new facilities or rehabilitation of existing school district facilities through the state-funded California School Facility Program ("CSFP"), which is jointly administered by the California School Finance Authority and the Office of Public School Construction;

WHEREAS, the District is the title holder and owner of the property located at 4551 Steele Street, Oakland, CA 94619, formerly known as the John Swett Elementary School ("Site"), in the City of Oakland, County of Alameda;

WHEREAS, Charter School notified the District of its desire to submit an application for CSFP funds to rehabilitate 4551 Steele Street, Oakland, CA 94619, which is currently used by Charter School, as permitted by its charter petition and its facilities use agreement. Specifically, Charter School desires to rehabilitate the Site by rehabilitating existing facilities as set forth in Exhibit A.

WHEREAS, if Charter School's application is approved, the preliminary benchmarks/timeline for the project is as follows:

- CSFP applications were due to the District on May 5, 2017
- Submission to OPSC due by June 5, 2017
- Office of Public School Construction ("OPSC") staff to review applications for completeness and additional information if needed, beginning June 5, 2017
- CSFA to review for financial soundness, beginning June 5, 2017
- OPSC to issue 15-day letter
- State Allocation Board Approval of preliminary apportionments
- Charter School has 4 years, with one year extension available to obtain DSA, CDE, DTSC, and CEQA approvals
- Charter must submit full funding application for construction apportionment

WHEREAS, pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CSFP on its own behalf must submit an agreement between the school district and the charter school for the use of facilities to be rehabilitated. The agreement must have been discussed and approved by the Board of Education at a noticed, public board meeting;

NOW THEREFORE, for the covenants and other good consideration had and received, the Parties hereto agree as follows:

1. Charter School represents it will submit to the State of California ("State") Office of Public School Construction an application requesting CSFP funding for rehabilitation of the site formerly known as the Site. Charter School further acknowledges and agrees that Charter School is responsible for the required match, which is equal to the entitlement awarded.
2. Subject to prior District approval of design and construction plans and Department of State Architect approval of the same if applicable, the District agrees with, grants permission for, and approves of the rehabilitation of the Site that is contemplated by this Agreement and for which Charter School intends to submit an application to the State to request CSFP funding, and approves Charter School's submission of its application to the State to request CSFP funding for the purposes outlined herein.
3. Waiver. The waiver by the District and/or Charter School of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
4. No Assignment. Charter School shall not assign any of its rights or delegate any of its obligations under this Agreement to any individual or entity without the prior written consent of the District, which consent may be given or withheld in the District's discretion.
5. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede or modify the Charter or any MOU between the Parties.
6. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

7. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California.
8. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to Charter School shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to Charter School at the Premises, and to the address herein below, or to such other place as Charter School may from time to time designate in a notice to the District. All notices and demands by Charter School to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to Charter School.

To District at:

Office of Charter Schools
Dr. Silke Bradford, Director
Oakland Unified School District
1000 Broadway, Ste 640
Oakland, California 94607

To Charter School at:

John Westerlund
Roses in Concrete Community School
4551 Steele Street
Oakland, CA 94619

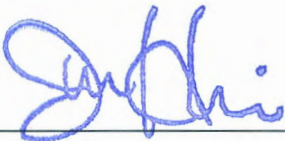
Roses in Concrete

By: _____


Name: _____

Title: _____

Oakland Unified School District

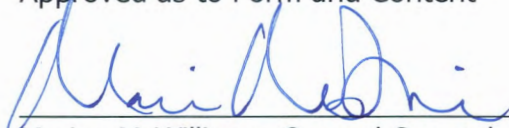
By:  _____

James Harris
President, Board of Education

By:  _____

Dr. Devin Dillon
Interim Superintendent and
Secretary to Board of Education

Approved as to Form and Content



Marion McWilliams, General Counsel

EXHIBIT A

Roses in Concrete Community School

Proposition 51 – Project Description

The Roses in Concrete Community School is a K-8 school in East Oakland functioning as a center of health within the neighborhoods surrounding it, providing wrap-around services in education, health, housing, and job training. The long-term goal is to create a model for urban education that prioritizes the needs of youth and families as the pathway to building healthy and sustainable communities across the U.S. and around the world.

The purpose of this proposed project is to create a learning environment that is supportive of the specific needs of our students and staff. Our unique bi-lingual, multi-cultural educational model requires an environment that encourages and helps nurture meaningful relationships, allows students to explore and develop their individual potential while building self-esteem, and supports the physical health and mental well-being of our students, staff, and community.

Currently, the majority of our students and staff are housed in temporary classroom facilities, most of which were manufactured in the 1960's and 1970's. Many of these portables are undersized or in poor physical condition with limited access to daylight, compromising student and staff health and performance and impacting program delivery. These portables are lined up around a large open blacktop, which works against a primary goal of building meaningful relationships and perpetuates a culture of isolation. We desire an environment that supports collaboration, easy circulation and flexible use in order to satisfy our goal to address community-responsiveness. We previously asked a construction professional to move the portables in order to create a better relationship between classroom spaces. However, we were informed that the buildings would likely collapse if moved.

The arrangement and design of spaces in the Main Building (built in 1950) are supportive of our needs, but the spaces are cold and breezy, impacting health, and the finishes and building systems need to be replaced to improve health, thermal comfort, and reduce annual operational expenses.

Lastly, we have been unable to use the buildings located at the North end of our campus. Typically referred to as the John Swett campus, the age of the buildings (built in 1926) and the presence of mold have rendered them unusable. It will be better use of resources to clear this part of campus and construct updated facilities to accommodate current utility, data and accessibility needs.

We are proposing construction of 25,200 gross square feet of new building area that includes (14) core classrooms for grades 2-8, (4) project rooms, office and work space for up to 25 staff, conference and meeting

Roses in Concrete Community School

4551 Steele Street
Oakland, CA 94619
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www.rosesinconcrete.org
community@rosesinconcrete.org



rooms, and potentially more spaces for common use. The proposed scope includes environmental remediation and demolition of abandoned classrooms on the former John Swett campus behind the Main Building, upgrade of site utilities and facility accessibility, and construction of high performance, sustainable educational facilities designed to support the needs of our unique educational model.

Additionally, we plan to renovate the existing 18,200 gross square feet Main Building, built in 1950. This includes (4) K-1 classrooms, staff offices, and a multi-purpose hall with stage. Renovation work will focus on improving occupant thermal comfort and health along with upgrades that will reduce annual operational expenses. The proposed scope includes additional thermal insulation of roof and walls, re-roofing with reflective surface, replacement of all windows, new exhaust system and replacement of finishes and plumbing fixtures in toilet rooms, replacement of floor finishes throughout, painting throughout, conversion of office space back to its original use as a kitchen to support the school's food program, new energy efficient lighting, and installation of photovoltaic solar panels.

Our proposed renovation of the existing main building will impact 96 existing K-1 student seats and 20 staff. Additionally, all students will benefit from the improved food service and arts program facilities. Our proposed new construction on the John Swett campus will add 336 new student seats and 25 staff, replacing substandard seats in temporary facilities.

Our school is designed to support the overall health of a historically underserved community in East Oakland. While the students and staff will directly benefit from the improvements created by this facilities project, the larger community will benefit directly from access to community supportive programs and spaces on the school campus as well as indirect benefits created by a student body who learns to love and nurture their community instead of leaving the community once they're educated. Additionally, these facilities will impact our ability as a lab school, allowing us to be more effective in our teaching and sharing those methods with the endless stream of educational leaders who visit our school on a regular basis.

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Exhibit "A"
Tilden/John Sweet
Elementary School
Campus

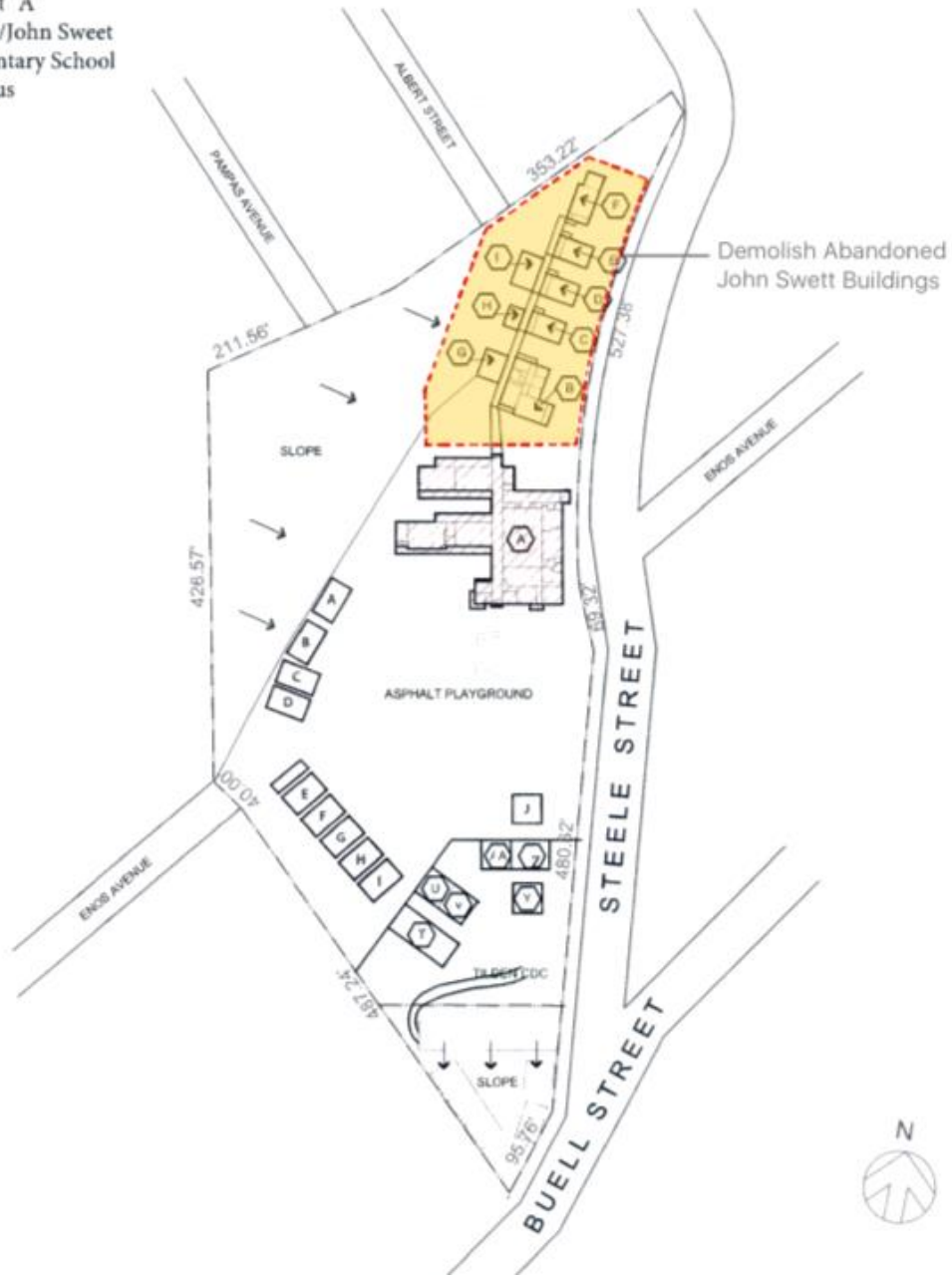


Exhibit "A"
Tilden/John Sweet
Elementary School
Campus



SITE PLAN - PROPOSED NEW WORK
156 JOHN SWEET ELEMENTARY SCHOOL

