

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-1375
Introduction Date	6/29/17
Enactment Number	17-0948
Enactment Date	6/29/17



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Devin Dillon, PH.D, Interim Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Agreement between the Oakland Unified School District and County of Alameda, STE Consultants LLC (STE)

**Action Requested** Approval of Agreement between the Oakland Unified School District and County of Alameda, STE Consultants LLC (STE) from July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2020

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* STE Consultants will use room 1 and room 2 at Hintil Kuu Ca Child Development Center 11850 Campus Drive, City of Oakland, CA 94619, and County of Alameda. The premises will be used to operate Applied Behavior Analysis programs that serve children with developmental disabilities for OUSD students.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education, Authorizing STE Consultants will use room 1 and room 2 at Hintil Kuu Ca Child Development Center 11850 Campus Drive, City of Oakland, CA 94619, and County of Alameda. The premises will be used to operate Applied Behavior Analysis programs that serve children with developmental disabilities for OUSD students. Services for the period of July 1st, 2017 through June 30, 2020

**Recommendation** Approval of Agreement between Oakland Unified School District and County of Alameda, STE Consultants LLC (STE). For the period of July 1st, 2017 through June 30, 2020.

**Fiscal Impact** Lessor will pay \$650.00 per month (\$7,800 per year) to Oakland Unified School District , Early Childhood Education

**Attachments**

- Original Lease Agreement
- Certificate of Insurance

OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland, California

STE Consultants LLC  
LEASE AGREEMENT

This AGREEMENT is entered into this July 1, 2017 by and between the, OAKLAND UNIFIED SCHOOL DISTRICT, 1025 4<sup>th</sup> Ave, City of Oakland, County of Alameda, State of California ("Lessor") and STE Consultants LLC (STE) ("Lessee").

WITNESSETH:

WHEREAS, Lessee is in need of space to operate its program; and

WHEREAS, Lessor has space most suitable to this need; and

WHEREAS, Lessor is willing to lease such space to Lessee on the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. **PREMISES.** Lessor shall lease to Lessee those certain premises described as Room 1, Room 2, 2 office spaces, 2 outdoors spaces, 2 bathrooms and 1 common space at Hintil Kuu Ca Child Development Center 11850 Campus Drive, City of Oakland, CA 94619, County of Alameda, State of California, (the "Premises"). Lessee accepts the premises in "as is" condition.
2. **USE.** Lessee shall use the premises to house and operate Applied Behavior Analysis programs that serve children with developmental disabilities
  - a. Lessee shall provide Lessor with a calendar of its activities.
3. **TERM.** The term of this lease shall commence July 1, 2017 and terminate June 30, 2020. Either party may terminate this lease or any renewal of it by giving the other party written notice of its intention not to renew at least 60 days prior to the expiration of this lease or any extension thereof. However, should legislation be passed which affects the use of public schools as child care center, either party may terminate this lease on ten days' notice, rent to be prorated accordingly.
4. **SECURITY.** Lessor shall responsible for maintenance of security over the premises, including restroom facilities.
5. **CONFORMANCE WITH APPLJCABLE REGULATIONS.** Lessee shall maintain the facility in a manner that meets all the zoning, building, safety, fire, and licensing regulations relating to the operation of the premises for the use specified in Paragraph two of this Agreement in the State of California, City and County of Alameda or adopted by the OUSD Board of Education.
  - 5.1 Lessee shall vacate the premises during school fire drills.
  - 5.2 Lessee will establish and maintain a safety program that satisfies all Lessors' requirements for conduct, behavior and safety and will otherwise comply with all Lessor's policies and regulations.

5.3 Lessee shall conform to all regulations for any State of California agency having jurisdiction over child care programs

5.4 Lessee shall conform to all provisions of the Child Care Guidelines adopted by the Board of Education of Lessor as amended from time to time.

Failure to comply with any of the conditions and requirements of permitted use described above shall constitute a default and be grounds for termination of this Agreement.

6. **PUBLIC LIABILITY INSURANCE.** Lessee shall keep in force during the term of this lease, at Lessee's expense, public liability insurance in companies and through brokers approved by Lessor to protect against liability to the public incident to the use or: by or resulting from any acts or omissions of Lessee, the liability under said insurance to be not less than one million dollars (\$1,000,000) for any one person injured, or one million dollars (\$1,000,000) for any one accident, and one million dollars (\$1,000,000) for property damage. Lessee shall furnish Lessor a certificate of insurance in a form satisfactory to Lessor naming Lessor, its employees, directors and agents as additional insurers on said policy. The insurance policy shall provide that it will not be terminated by the insurance carrier on less than thirty days written notice to Lessor. If Lessee should fail to procure and maintain said insurance, Lessor may terminate this Lease, or at its option may procure and maintain the same, at the expense of Lessee.

7. **WORKERS' COMPENSATION.** Lessee shall procure and maintain Workers' Compensation Insurance as required by Labor Code Section 3700.

8. **FIRE AND EXTENDED COVERAGE.** Lessee shall keep in force during the term of this lease fire and extended insurance coverage for personal property on premises. Lessee shall not do or permit anything to be done in or about the premises or bring or keep anything in the premises that will in any way increase the rate of fire insurance upon the building in which the premises are situated.

9. **FURNITURE AND EQUIPMENT.** Lessee shall be permitted to move into the classrooms, furniture and/or equipment used in its program. Coordinating with the Lessor, the Lessee shall remove said furniture and equipment at the termination of the lease and not in excess of one week past that date.

10. **INSTALLATION AND REMOVAL OF FIXTURES AND EQUIPMENT.** Lessor may, with the written approval from the administrative Director of Maintenance-Operations-Lessee may, with the written approval from the Director of Early Childhood for Lessor, install in the assigned room a telephone and, during or within one week at the conclusion of its use, shall remove the same from the premises. This phone line will be a separate line and number is to be used solely by and in the name of ACOE Infant & Family Support Program. Lessor shall pay all costs of installation and operation of such telephone. In the installation and removal of such telephone and other equipment and fixtures, the work shall be done in a careful, workman like manner and without injury to the structural strength of the building wherein they have been situated. The building shall be restored to substantially its original condition unless otherwise mutually agreed to by the parties hereto.

11. **LESSOR'S FURNITURE AND EQUIPMENT.** Lessor may at its option remove any of Lessor's furniture and equipment from the premises. Lessee shall exercise reasonable care for property of the Lessor left on the premises during the period of Lessee's occupancy.

12. **ALTERATIONS.** Lessee shall not make any alterations of the premises without first obtaining the written consent of the Executive Director, Building & Grounds of Lessor. Any alterations shall become at once a part of the premises and property of Lessor except as otherwise provided herein. Any alterations shall be made at no expense to Lessor.

13. **MAINTENANCE REPAIRS AND CUSTODIAL SERVICES.**

a) Lessor agrees to provide custodial services daily consisting of trash removal, sweeping and bathroom cleaning. In addition, once weekly wet mop, vacuum and dust. With this exception Lessee shall be responsible for general care and maintenance of the classrooms and restrooms during the time of Lessee's use. Lessee shall be responsible for the repairs and/or replacement of the facilities, fixtures and equipment caused by its use of the facilities.

b) Lessor agrees that it shall keep the exterior of the Lessee space free of graffiti for the term of the Lease and any and all extension thereto.

14. **EXPIRATION OF LEASE.** Lessee agrees at the expiration of the term of this lease and any renewal to quit and surrender said premises; fixtures and equipment in as good state and condition as at the beginning date of this lease, reasonable wear and tear excepted.

15. **UTILITIES.** Lessor shall pay utilities, except telephone charges related to paragraph 10 above.

16. **RENT.** Lessor shall lease the premises to Lessee \$650.00 per month to Lessee (\$7,800 per year.)

17. **CALENDAR.** Lessor will provide OUSD with a program calendar. A one-year calendar of the dates the program will be conducted and the dates the program will be closed is attached hereto as Exhibit A and incorporated herein by this reference. Lessee agrees to conduct the program every day that the Oakland Public Schools are in session, and will by means of a new calendar delivered to Lessor a minimum of thirty days before the start of the annual calendar period, notify Lessor of all dates when the program will be in session. Lessee will notify Lessor a minimum of thirty days in advance of any change in the calendar, except in the case of emergencies. In the case of an emergency closure of the program, Lessee will provide Lessor as much notice of such closure as is reasonably necessary. For purposes of this section, Emergency shall be defined as it is defined in California Education Code Section 46392.

18. **TIME OF ESSENCE.** Time is hereby declared to be of the essence of this lease.

19. **SUCCESSORS AND ASSIGNS.** This lease is and shall be binding on the successors and assigns of the respective parties hereto.

20. **EARLY TERMINATION.** Except as provided at paragraph three, either party may terminate this lease upon 60 days written notice to the other. Lessee shall have no further responsibilities for rental payments to Lessor upon such termination.

21. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold harmless Lessor, its employees, directors and agents, from and against any and all claims arising from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee, its agents, contractors, or employees in or about the premises or elsewhere, and from and against any and all claims arising from a breach or default in the performance of any obligation on Lessee's part to be

performed under the terms of the lease or arising from any negligence of Lessee, and from any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor, Lessee shall defend the same at Lessee's expense.

22. **NO PARTNERSHIP.** Lessee and Lessor are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense.

22. **NON-ASSIGNMENT.** Lessee shall not sublet or assign its rights or privileges under this Agreement or any interest therein, and shall not attempt to confer any of its privileges under this Agreement to any third party.

23.1 Lessee shall not suffer any other person, corporation, association, or entity to occupy or use Lessor's facilities or grounds or any portion thereof, without prior written consent to Lessor, and any such consent shall not be deemed to be consent to any subsequent grant of privilege.

23.2 Any unauthorized grant of use by Lessee shall be void and shall, at Lessor's option, terminate this Agreement. This Lease of the premises shall not, nor shall any interest therein, be assignable as an interest of Lessee by operation of law or otherwise, without written consent of Lessor.

24. **WAIVER.** The waiver by Lessor of any breach of term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent acceptance of money consideration there under by Lessor shall not be deemed to be a waiver of any prior-occurring breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay particular money consideration so accepted.

26. **NOTICE.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by first-class mail as follows:


Lessor:           Oakland Unified School District  
                      Early Childhood Education  
                      1025 4<sup>th</sup> Ave Oakland CA  
                      Attn: Early Childhood Director

Lessee:           Alameda County Office of Education  
                      C/o ACOE-Infant & Family Support Program  
                      313 West Winton Avenue  
                      Hayward, CA 94544

27. **ENTIRE AGREEMENT.** This lease expresses the entire Agreement between the parties, and may not be amended except by a writing signed by both parties.


IN WITNESAS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**By: STE Consultant LLC (Lessee)**

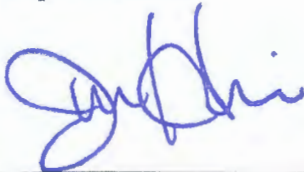
  
\_\_\_\_\_  
Sarah Trautman-Esinger, M.A., BCBA  
President & Founder

Date: 4/24/2017

**By: Oakland Unified School District (Lessor)**

  
\_\_\_\_\_  
Devin Dillon, PH.D.  
Interim Superintendent

Date: 6/29/17

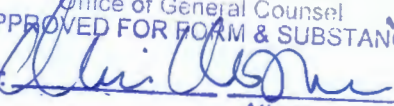
  
\_\_\_\_\_  
James Harris  
President, Board of Education  
Oakland Unified School District

Date: 6/29/17

  
\_\_\_\_\_

Date: 6/29/17

**Devin Dillon, Ph.D.**  
**Interim Secretary, Board of Education**

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
\_\_\_\_\_  
Attorney at Law



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> The Liberty Company Insurance Brokers CA License No. 0D79653 1122 Meridian Avenue San Jose CA 95125	<b>CONTACT NAME:</b> Stephanie Johnson <b>PHONE (A/C, No, Ext):</b> (408) 246-5666 <b>E-MAIL ADDRESS:</b> sjohnson@libertycompany.com	<b>FAX (A/C, No):</b> (877) 693-9829
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> STE Consultants, LLC. Calidad Staffing Solutions, LLC. 2560 9th Street, Suite 220 Berkeley CA 94710	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Cypress Insurance Company	<b>NAIC #</b> 10855
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16/17 GL Auto UMB WC PL      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1584725	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						Employee Benefits - Claims \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1584725	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB565574	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	STWC714784	11/23/2016	11/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK1584725	12/31/2016	12/31/2017	\$1,000,000      \$3,000,000
A	Abuse/Molestation		PHPK1584725	12/31/2016	12/31/2017	\$1,000,000      \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Oakland Unified School District, its employees, directors and agents are hereby included as Additional Insured/Landlord with respect to the premises leased by the Named Insured located at: 11850 Campus Drive, Oakland, CA 94619 beginning July 1, 2017.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Early Education Childhood attn: Early Education Director 1025 4th Avenue Oakland, CA 94606	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  S Johnson/RSPAC 
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