

Board Office Use: Legislative File Info.	
File ID Number	14-1130
Introduction Date	May 28, 2014
Enactment Number	14-0920
Enactment Date	5-28-14 <i>af</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Superintendent
Jacqueline Minor, General counsel

Board Meeting Date May 28, 2014

Subject **AGREEMENT FOR THE REHABILITATION OF LAZEAR CHARTER ACADEMY**

Action Requested **APPROVAL OF AGREEMENT FOR THE REHABILITATION OF LAZEAR CHARTER ACADEMY**

Background
A one paragraph explanation .

Education for Change ("EFC") is requesting authorization from the District to submit an application for California School Facility Program ("CSFP") funds to rehabilitate the Lazear campus which is currently used by EFC to accommodate Lazear Charter Academy. Specifically, EFC desires to rehabilitate the existing portables numbered 2-21, 29, and 30, and to replace the portables with a permanent structure. Under State law, , 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 the facilities to be rehabilitated. The agreement must also be discussed and approved by the Board of Education at a noticed, public board meeting.

Discussion

If EFC's application is approved, the preliminary timeline for the project is as follows:

- CSFP applications due on Friday, May 30, 2014
- OPSC staff to review applications for completeness and additional information if needed, June 1-August 31, 2014
- CSFA to review for financial soundness, June 1- August 31, 2014
- OPSC to issue 15-day letter, September 1, 2014
- Charter to respond to any outstanding items, September 15, 2014
- State Allocation Board Approval of preliminary apportionments, December 3, 2014
- Charter has 4 years, with one year extension available, to obtain DSA, CDE, DTSC, and CEQA approvals, December 3, 2019



- Charter must submit full funding application for construction apportionment no later than December 3, 2019.

This is a long term effort. In addition, the agreement provides for District approval of design and construction plans.

Recommendation

APPROVAL OF AGREEMENT FOR THE REHABILITATION OF LAZEAR CHARTER ACADEMY

Fiscal Impact

No funds involved

Attachments

- **AGREEMENT FOR THE REHABILITATION OF LAZEAR CHARTER ACADEMY**

AGREEMENT FOR THE REHABILITATION AGREEMENT OF LAZEAR CHARTER ACADEMY

This Agreement is made by and between Oakland Unified School District, a school district duly formed and existing under the laws of the State of California ("District") and Education for Change ("EFC"), a California non-profit public benefit corporation that operates Lazear Charter Academy, that formed and approved by the Alameda County Board of Education under the laws of the Charter School Act of 1992 (Education ("Ed") Code §§ 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 and 1D have made \$900-million 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 824 29th Avenue, Oakland, California 94601 ("824 29th"), known as the Lazear campus, in the City of Oakland, County of Alameda;

WHEREAS, EFC notified the District of its desire to submit an application for CSFP funds to rehabilitate 824 29th, which is currently used by EFC to accommodate Lazear Charter Academy, as permitted by its facilities use agreement. Specifically, EFC desires to rehabilitate the existing portables numbered 2-21, 29, and 30, and to replace the portables with a permanent structure;

WHEREAS, if EFC's application is approved, the preliminary timeline for the project is as follows:

- CSFP applications due on Friday, May 30, 2014
- OPSC staff to review applications for completeness and additional information if needed, June 1-August 31, 2014
- CSFA to review for financial soundness, June 1- August 31, 2014
- OPSC to issue 15-day letter, September 1, 2014
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- Charter has 4 years, with one year extension available, to obtain DSA, CDE, DTSC, and CEQA approvals, December 3, 2019
- Charter must submit full funding application for construction apportionment no later than December 3, 2019.

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 the 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. EFC represents it will submit to the State of California ("State") Office of Public School Construction an application requesting CSFP funding for rehabilitation of 824 29th. EFC further acknowledges and agrees that EFC 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 824 29th that is contemplated by this Agreement and for which EFC intends to submit an application to the State to request CSFP funding, and approves EFC'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 EFC 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. EFC 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 sole 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 EFC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to EFC at the Premises, and to the address herein below, or to such other place as EFC may from time to time designate in a notice to the District. All notices and demands by EFC 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 EFC.

To District at:

Office of Charter Schools
Dr. Silke Bradford, Director
Oakland Unified School District
4551 Steele Street
Oakland, California 94619

To Education for Change at:

Rich McNeel Jr., Controller
Education for Change Public Schools
303 Hegenberger Road, Suite 301
Oakland, CA 94621

DISTRICT AND EFC have signed this Agreement on the dates set forth below.

Education for Change

By: 

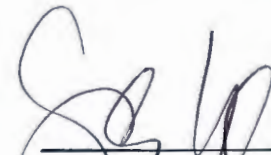
Name: Hae-Sin Thomas
(Print)
Title: CEO

Oakland Unified School District

By: 

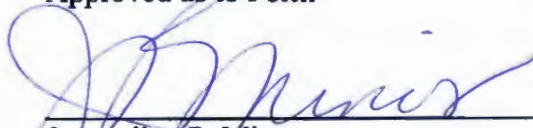
Name: David Kakishiba
Title: President, Board of Education



By: 

Name: Dr. Gary Yee
Title: Superintendent & Board Secretary

Approved as to Form


Jacqueline P. Minor
General Counsel

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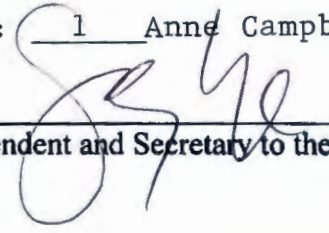
Approved this 28th day of May, 2014 by the Governing Board of the Oakland Unified School District by the following vote:

AYES: 6 Jody London, Jumoke Hinton Hodge, Roseann Torres
Christopher Dobbins, Vice President James Harris
and President David Kakishiba

NOES: 0 None

Abstentions: 0 None

Absent: 1 Anne Campbell Washington



Superintendent and Secretary to the Governing Board

