

Board Office Use: Legislative File Info.	
File ID Number	17-0994
Introduction Date	6/28/2017
Enactment Number	17-1084
Enactment Date	6/29/17



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Silke Bradford, Director – Quality Diverse Providers  
David Montes, Deputy Chief  
Marion McWilliams, General Counsel

**Board Meeting Date** June 28, 2017

**Subject** **Amendment II to Facilities Use Agreement with District and American Indian Public Charter High School for use of portions of the Lakeview Campus Located at 746 Grand Avenue, Oakland, CA.**

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**Action Requested** **Approval by the Board of Education of Amendment II to Facilities Use Agreement between District and American Indian Public Charter High School for use of portions of the Lakeview Campus Located at 746 Grand Avenue.**

**Background and Discussion** The District is amending the existing Facilities Use Agreement for the use of portions of the Lakeview Campus located at 746 Grand Avenue, Oakland, CA to extend the Agreement for an additional year. Amendment expressly provides that American Indian Public Charter High School must vacate the Lakeview Campus no later than June 30, 2018. Failure to vacate by June 30, 2018 shall entitle the District to collect any and all costs, expenses, and attorneys' fees incurred in connection with enforcing the June 30, 2018 vacancy date.

**Recommendation** Approval by the Board of Education of Amendment II to Facilities Use Agreement between District and American Indian Public Charter High School for use of portions of the Lakeview Campus located at 746 Grand Avenue, Oakland, CA.

**Fiscal Impact** Annual revenue for 2017-2018 based upon Prop. 39 Rate.

**Attachment** • Amendment II



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-0994

**Department:** General Counsel

**Vendor Name:** American Indian Public Charter High School

**Contract Term:** Start Date: July 1, 2017 End Date: June 30, 2018

**Annual Cost:** \$ Revenue-Prop 39 rates

**Approved by:** General Counsel

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

Amendment No. 2 to Facilities Use Agreement with District and

**Summarize the services this Vendor will be providing.**

This vendor will continue using portions of the Lakeview Campus located at 746 Grand Avenue.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

This amendment will generate revenue for the District

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**



**AMENDMENT II TO THE  
FACILITIES USE AGREEMENT  
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND  
AMERICAN INDIAN MODEL SCHOOLS  
FOR USE OF CLASSROOM SPACE AT LAKEVIEW ELEMENTARY SCHOOL,  
746 GRAND AVENUE, OAKLAND, CA 94610**

By Enactment # 15-1293 on August 12, 2015, the Board of Education approved the Facilities Use Agreement between Oakland Unified School District ("District") AND American Indian Public Charter High School ("AIPHS" or "Charter School") for use of classroom space for educational purposes by AIPHS Charter School at Lakeview Elementary School ("Lakeview Campus"), 746 Grand Avenue, Oakland, CA 94610 for the 2017-2018 school year serving Grades 9-12 (the "Agreement").

By this Amendment II, the Parties hereby agree as follows:

1. This Amendment II and the underlying Agreement pertain to AIPHS Charter School ("Charter School") only.
2. By this Amendment II, the Parties hereby agree to extend the term of the Agreement for one additional year (the 2017-2018 school year), with the extension ending effective July 1, 2018. During the extension, the facility use fee shall be based on the Proposition 39 rate of \$4.74 per square foot for the agreed upon total square footage. The Parties shall agree upon the total square footage for the 2017-18 school year no later than June 1, 2018.
3. Charter School may occupy an additional three (3) classrooms, with square footage of approximately 960 SF per classroom, for total occupancy by Charter School of fourteen (14) classrooms at the Lakeview Campus.
4. Charter School may continue use of the existing administrative office space utilized by Charter School at the Lakeview Campus during the 2016-2017 school year.
5. Charter School acknowledges and agrees that use of the Lakeview Campus for the 2017-2018 school year, with exclusive use of three (3) additional classrooms that Charter School would otherwise not be entitled to under a traditional Proposition 39 offer, is in consideration of the terms and conditions set forth in the Letter dated February 27, 2017 and incorporated by reference herein.
6. Prioritization for use by Charter School of the Auditorium will be provided pursuant to Charter School providing a complete calendar to the District of intended use not later than July 1, 2017 for the 2017-18 school year. Modifications to the proposed use calendar will be negotiated mutually between co-located programs within the Lakeview Campus.
7. Charter School expressly understands that the District will continue its use of the Lakeview Campus for student assignment purposes and community school department staffing needs.

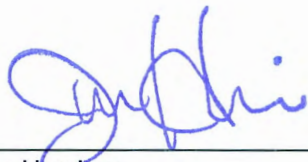
8. Charter School further understands that all facilities occupied by the Charter School during the 2017-2018 school year, and that the entire Lakeview Campus will revert to the District as sole occupant at the end of the 2017-2018 school year.
9. Charter School acknowledges and understands that Charter School must vacate the Lakeview Campus no later than June 20, 2018.
10. Charter School acknowledges and agrees that the District is entitled to collect any and all costs, expenses, and attorney's fees incurred in connection with enforcing Charter School's vacancy of the Lakeview Campus after June 30, 2018.
11. Except as expressly provided in this Amendment, the original Facility Use Agreement is unchanged.
12. This Amendment II, together with prior the Agreement constitute the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.
13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>
14. IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment II to the Agreement.

**AMERICAN INDIAN MODEL SCHOOLS**

  
Maya Woods Cadiz, Superintendent

5-15-17  
Date

**OAKLAND UNIFIED SCHOOL DISTRICT**

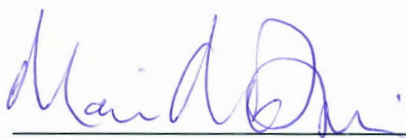


6/29/17

James Harrison  
President, Board of Education  
Oakland Unified School District



Devin Dillion  
Interim Superintendent and Secretary, Board of Education  
Oakland Unified School District



Marion McWilliams  
General Counsel