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Enactment Date	



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

Board Cover Memorandum

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Pranita Ranbhise, Executive Director, Facilities Planning and Management
Sele Nadel-Hayes, Executive Director, Facilities Planning and Management
Carin Geathers, Principal, Burckhalter Elementary School

Meeting Date January 14, 2026

Subject Agreement between Oakland Unified School District and Valley Precision Grading, Inc. for the latter to donate a field at Burckhalter Elementary School.

Ask of the Board Approval by the Board of Education of the Agreement by and between the District for a Donated Field between Oakland Unified School District (OUSD) and Valley Precision Grading, Inc., for the design and construction of a multi-sport turf field at Burckhalter Elementary School.

Staff recommends approval of this item, as it provides a no-cost infrastructure improvement, aligns with the District's goal of expanding access to high-quality outdoor play environments, and supports OUSD's field modernization efforts.

Background OUSD continues to prioritize equitable access to safe, high-quality outdoor play and athletic spaces for students. Many elementary school sites have aging or degraded play surfaces that present ongoing maintenance challenges and limit student use.

Valley Precision Grading, Inc. has committed to perform the design and construction of a new multi-sport turf field at Burckhalter Elementary School at no cost to OUSD. Under the agreement, Valley Precision Grading, Inc. will deliver the project at no cost to OUSD, subject to District design review and approval. The District will retain ownership of the facility and will be responsible for standard ongoing maintenance following project completion.

This agreement is consistent with prior Board-approved donation agreements for athletic facility improvements and supports the District's broader strategy to leverage philanthropic partnerships to supplement bond-funded investments.

Discussion	<p>The donated field will address existing deferred maintenance issues at Burckhalter Elementary School by replacing worn blacktop with a modern, durable, multi-sport turf surface. Valley Precision Grading, Inc. will lead all design and construction work, with oversight and approval from the District. The quality of the turf product being installed exceeds typical elementary school field standards and will allow OUSD to pilot a new field system that may inform future elementary school field replacements.</p> <p>This project aligns with the District’s current focus on field replacements within the bond program by providing a real-world installation that can be evaluated for durability, maintenance requirements, student use, and lifecycle costs. Lessons learned from this installation will support more informed decision-making as the District plans future investments across multiple sites.</p> <p>The agreement includes standard protections for the District, including indemnification, insurance requirements, and a prohibition on mechanics’ liens against District property. There is no fiscal impact to the General Fund or bond program associated with this item.</p>
Fiscal Impact	<p>There is no fiscal impact to the District. The project is fully funded by Valley Precision Grading, Inc. District costs are limited to coordination, design review, and long-term routine maintenance consistent with existing field assets.</p>
Attachment(s)	<p>Agreement for Donated Field – Valley Precision Grading, Inc. – Burckhalter Elementary School.</p>

AGREEMENT FOR DONATED FIELD

THIS AGREEMENT FOR DONATED FIELD (this "Agreement") is made and entered into as of the date it is signed by the last party below, by and between VALLEY PRECISION GRADING, INC., a California corporation (hereinafter referred to as "VPG") and OAKLAND UNIFIED SCHOOL DISTRICT, hereinafter referred to as "OUSD" (VPG and OUSD are collectively referred herein to as the "Parties" or individually referred to herein as a "Party").

RECITALS

A. WHEREAS, Oakland Unified School District owns facilities at Burckhalter Elementary School which include space where VPG desires to build a multi-sport field as set forth herein (the "Project").

B. WHEREAS, VPG is, directly and indirectly, sponsoring the completion of the Project at no cost to OUSD.

C. WHEREAS, VPG represents it is capable of providing the construction services necessary for the completion of the Project.

D. WHEREAS, VPG desires to complete, or cause to be completed, those certain tasks for completion of the Project as described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. TERM OF AGREEMENT/ENTIRE AGREEMENT

The term of this Agreement (the "Term") shall commence on the date hereof and shall, unless sooner terminated in accordance with the terms and conditions set forth herein, terminate on that date on which all of the Services to be provided by VPG for the Project, as described in Exhibit A hereunder have been completed to the satisfaction of OUSD, and all periods of warranty hereunder, if any, have expired.

This Agreement represents the entire agreement among the Parties and supersedes all prior negotiations, representations and/or agreements relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed by each Party, and shall not otherwise be superseded by any other documents relating to completion of the Services.

2. SCOPE OF SERVICES, TIME FOR COMPLETION

VPG is responsible for providing the applicable services described in **Exhibit A** attached hereto (the “Services”). All Services to be provided hereunder shall be performed to the highest professional standards, consistent with other professionals similarly situated who are providing services to first class projects of a similar complexity.

Parties agree that VPG will design and build a multi-sport field, subject to the prior written approval by the OUSD Facilities Department, such approval not to be unreasonably delayed or withheld. VPG and shall be responsible for the completion of the Project, consistent with the District-approved design.

VPG agrees that the services anticipated by this Agreement and discussed on Exhibit A shall be completed on a schedule that is approved by the District in writing prior to commencing work.

The District makes no warranties or representations regarding the condition of the facilities to be improved, and VPG shall be responsible for investigating the sites to ensure the Services can be timely completed. In no event shall the District be responsible for cost overruns or unforeseen circumstances. If unforeseeable circumstances arise prior to completion which cause delay, VPG shall ensure that the District’s facilities are in sound and useable condition when school is in session. If delays are encountered, the Parties shall meet and confer in good faith in an attempt to arrive at a mutually agreeable revised completion schedule.

VPG agrees that no mechanic’s lien can be filed against any District property, and further agree, without limiting any other obligation herein, to defend, indemnify, and hold harmless OUSD against any claim for unpaid contract amounts, wages, or other claims related to allegations of nonpayment on the Project.

3. REPRESENTATIVES

Each Party shall designate a project manager who will be responsible to manage and direct such party’s performance of its Services and to whom instructions and notices to such party shall be directed, which project manager shall have the authority to act on behalf of the respective party in all matters concerning the Services to be provided by such party hereunder.

The Parties hereby acknowledge and agree that their respective representatives are as follows:

VPG: Kristofer P. Olson
Title: President
Email: k.olson@vpgrading.com

OUSD: Sele Nadel-Hayes
Title: Executive Director, Facilities Construction
Email: sele.nadelhayes@ousd.org

4. NOTICES

Unless otherwise specifically provided herein, all notices, consents, approvals, requests and other communications required or permitted hereunder ("Notices") shall be given in writing by (a) hand; (b) Federal Express or other nationally recognized overnight courier, fee prepaid; or (c) first-class certified or registered mail, return receipt requested, postage prepaid, in all cases addressed as follows:

If to VPG: Valley Precision Grading, Inc.
3330 Luyung Drive
Rancho Cordova, CA 95742
Kristofer P. Olson, President
k.olson@vpgrading.com

If to OUSD: Oakland Unified School District
1011 Union St.
Oakland, California 94607
ATTN: Office of the General Counsel

With a copy to:
Oakland Unified School District
955 High Street
Oakland, California 94601
ATTN: Chief of Facilities

Notices shall be deemed given upon actual receipt (or when delivery is refused). Changes of address for Notices shall be in compliance with this Section.

5. INSURANCE

VPG shall carry and maintain the following insurance throughout the Term of this Agreement:

Workers' Compensation	Statutory Benefits
Employers' Liability	Bodily Injury by accident: \$1,000,000 each accident Bodily Injury by disease: \$1,000,000 policy limit Bodily Injury by disease: \$1,000,000 each employee
Commercial General Liability	Each Occurrence Limit: \$1,000,000 General Aggregate Limit: \$2,000,000
Commercial Automobile Liability	\$1,000,000 combined single limit, each accident

The foregoing policies must include an additional insured endorsement including the other Parties

as additional insureds, including their respective subsidiaries, members, managers, officers, directors, affiliates, employees, agents, successors and assigns.

6. INDEMNITY

To the fullest extent permitted by law, VPG shall indemnify, defend, protect, and hold harmless, OUSD and their respective affiliates, owners, directors, officers, lenders, subsidiaries, members, managers, employees, agents, partners, successors and assigns (the "Indemnified Parties," from and against any and all claims, demands, damages, losses lawsuits and other proceedings, judgments, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, costs and expenses (including, without limitation, reasonable attorney's fees and costs of defense) (collectively "Liabilities") incurred by any Indemnified Party arising out of or in any way caused by (or alleged to be caused by), in whole or in part; (i) actual or alleged negligent, reckless, intentional or wrongful actions or omissions by VPG, or its employees, representatives, affiliates, subcontractors, or agents; (ii) actual or alleged breaches by VPG, or its employees, representatives, affiliates, subcontractors or agents of any warranty, representation, covenant or agreement made under this Agreement; provided that VPG shall not be obligated to indemnify any party for Liabilities to the extent they arise from the gross negligence or willful misconduct of the Indemnified Parties.

With respect to any obligation to defend contained herein, in any proceeding, including any action, arbitration, litigation or claim (including any governmental investigation), brought against an Indemnified Party in respect of which indemnity may be sought as set forth in this Section 6, an Indemnified Party shall notify VPG in writing and VPG, upon request of an Indemnified Party, shall immediately assume the defense thereof on behalf of such Indemnified Party, including the employment of counsel reasonably acceptable to the Indemnified Party and payment of all legal fees and expenses; provided that an Indemnified Party's failure to give prompt notice shall not relieve VPG of its indemnification obligations except to the extent that it is actually prejudiced as a result of such failure.

VPG's indemnity obligations are not limited to and may exceed its limits of liability under Section 5 of this Agreement.

7. WARRANTIES/REPRESENTATIONS

VPG warrants and represents that the Services shall be completed to the best of its ability, of a first-class quality, and shall be performed and completed in compliance with all applicable laws, rules, ordinances and regulations. Each Party represents and warrants to the other that it is authorized to do business in the state, county and municipality where Services are to be rendered and is properly licensed, including, but not limited to, licenses by all necessary governmental and public and quasi-public authorities having jurisdiction over the Services. The person signing this Agreement on behalf of each Party affirms that he or she is authorized to execute on such party's behalf.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND

VOLUNTARY EXCLUSION

Through its execution of this Agreement, each Party certifies to the best of its knowledge and belief, that it and its principals 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/>).

9. OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 VPG Materials

Any materials, information or other content (including, without limitation, corporate or trade names, trademarks, service marks, designs, logos or other identification marks of VPG or any affiliated individuals or organizations) furnished to OUSD shall remain at all times the exclusive property of VPG or its respective owner ("VPG Materials"). VPG hereby grants to OUSD a non-exclusive, royalty-free, non-transferable, limited right to use such VPG Materials solely during the Term to perform the contracted Services pursuant to this Agreement. OUSD shall have no rights whatsoever to utilize the corporate or trade names, trademarks, service marks, designs, logos or other identification marks of VPG or its affiliated individuals or organizations.

9.2 OUSD's Rights to USE Mark

VPG hereby grants to OUSD a non-exclusive, revocable, royalty-free, non-transferable, limited right to use their corporate or trade names, trademarks, service marks, designs, logo or other identification marks on the Field (as defined on **Exhibit A** attached hereto) as agreed upon by the parties in the design phase; provided that OUSD does not alter or modify the identifying marks of VPG without such Party's written consent.

10. MISCELLANEOUS TERMS

10.1 Relationship of Parties

In performing Services pursuant to this Agreement, each Party shall act in the capacity of an independent contractor with respect to each other party and not as an employee thereof. As an independent contractor, each Party agrees that (a) it shall not be entitled to participate in any benefit plans of any other party, even if it is later determined that it has or had the status of an employee of any other party during the Term; (b) it shall not be entitled to unemployment compensation benefits in the event that this Agreement terminates for any reason and shall not be entitled to workers' compensation benefits in the event it is injured in any manner while performing the services or obligations hereunder, even if it is later determined that it has or had the status of an employee of any other party during the Term; and (c) it shall not have any right or authority to assume or create any obligations on behalf of any other party or to make any representations on its behalf. As an independent contractor, it acknowledges that any other party will determine the goals to be attained and the results to be achieved by any other party.

10.2 Assignment/Heirs and Assigns

No Party shall have the right to assign or transfer this Agreement without the prior written consent of the other Parties. This Agreement shall be binding upon the Parties hereto, their heirs, successors, permitted assigns and personal representatives, and references to a party shall include its heirs, successors, assigns and personal representatives.

10.3 Attorney's Fees

In the event that any party to this Agreement commences litigation to enforce the terms of this Agreement, the prevailing Party in such litigation will be entitled to recover its costs and fees incurred in such action, including reasonable attorneys' fees.

10.4 Severability; Governing Law

If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect or impair the validity or enforceability of the other provisions hereof which can be given effect without the invalid or unenforceable provision, and the Parties shall promptly in good faith amend this Agreement to include a valid and enforceable provision which accomplishes the legal and economic purposes of the provision so held to be invalid or unenforceable. The validity of this Agreement and of any of its terms, as well as the rights and duties of the parties under this agreement, shall be governed by the laws of the State of California, any dispute shall be venued in Alameda County.

10.5 Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

10.6 Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

10.7 Waiver

The waiver by either party of any breach of any term, covenant, or condition herein contained 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.

10.8 Integration/Entire Agreement of Parties

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.

10.9 Limitation of District Liability


Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11.10. No Rights in Third Parties


This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

[signatures on following page]

VALLEY PRECISION GRADING, INC.:

Signature: 
Name: Kristofer P. Olson (Jan 9, 2026 16:01:33 PST)
Date: _____

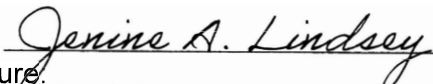
OAKLAND UNIFIED SCHOOL DISTRICT:

Signature: 
Name: Preston Thomas (Jan 9, 2026 16:02:22 PST)
Date: _____

VALLEY PRECISION GRADING, INC.:

Signature: _____
Name: _____
Date: _____


OAKLAND UNIFIED SCHOOL DISTRICT:

Signature: 
Name: _____
Date: _____

VALLEY PRECISION GRADING, INC.:

Signature: _____
Name: _____
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT:

Signature: 
Name: Sele Nadel-Hayes (Jan 9, 2026 16:30:09 PST)
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT:

Signature: _____
Name: _____
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT:

Signature: _____
Name: _____
Date: _____

Approved As To Form:

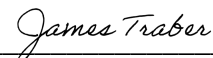
Signature: 
Name: James Traber, OUSD Facilities Counsel
Date: 1/9/2026

EXHIBIT A

Burckhalter Elementary School NFL Giveback
Oakland, CA



Multi-Sport Field Layout Plan #5

Date: January 8, 2026

Scale: 1" = 20'



Burckhalter ES Synthetic Turf

Baseline Schedule

TASK	ASSIGNED TO	PROGRESS	START	END
Activities				
Set up Temporary Fence	VPG	100%	1/9/26	1/9/26
GPRS & Sawcut Existing Asphalt	VPG	0%	1/12/26	1/12/26
Grind Existing Asphalt	VPG	0%	1/13/26	1/13/26
Remove (2) Basketball Hoops	VPG	0%	1/13/26	1/13/26
Install Concrete Curb	VPG	0%	1/14/26	1/19/26
Ship Turf (Pivot 100 oz)	Challenger	0%	1/16/26	1/19/26
Ship Pad (GeoFlo+ 15mm)	Geosurfaces	0%	1/16/26	1/19/26
Install Drainage	VPG	0%	1/20/26	1/21/26
Install Base & Nailer Board	VPG	0%	1/22/26	1/22/26
Ship Logo	Challenger	0%	1/23/26	1/26/26
Install Pad and Turf	VPG	0%	1/23/26	1/28/26
Ship Pivot Cool from Pittsburg HS (Material will be onsite at Pittsburg HS on 1/19)	VPG	0%	1/26/26	1/28/26
Install Inlays, Logo, and Pivot Cool	VPG	0%	1/29/26	2/2/26
Pave Asphalt Patches	VPG	0%	1/29/26	1/30/26
Event	VPG	0%	2/3/26	2/3/26

