

OAKLAND UNIFIED SCHOOL DISTRICT
Office of Community Accountability

August 13, 2008

Legislative File
File ID No.: 08-1683
Introduction Date: 8/13/2008
Enactment No.: 08-1244
Enactment Date: 8/13/08
By: [Signature]

TO: Board of Education
Vincent Matthews, State Administrator

FROM: Roberta Mayor, Ed.D. Interim Superintendent
Kirsten Vital, Chief of Community Accountability
David Montes de Oca, Coordinator, Office of Charter Schools

SUBJECT: Oakland Military Institute
Amendment No. 1 to Letter of Agreement

ACTION REQUESTED

Approve the attached amended terms of the Letter of Agreement between Oakland Unified School District and the Oakland Military Institute College Preparatory Academy, executed on January 10, 2007; to include a five year term from 2008-2013, with a facility use rate of \$12.00 per square foot annually, increasing each year as outlined in the amended terms.

DISCUSSION

School	OUSD Campus	Term of Agreement
Oakland Military Institute	Longfellow	5 years

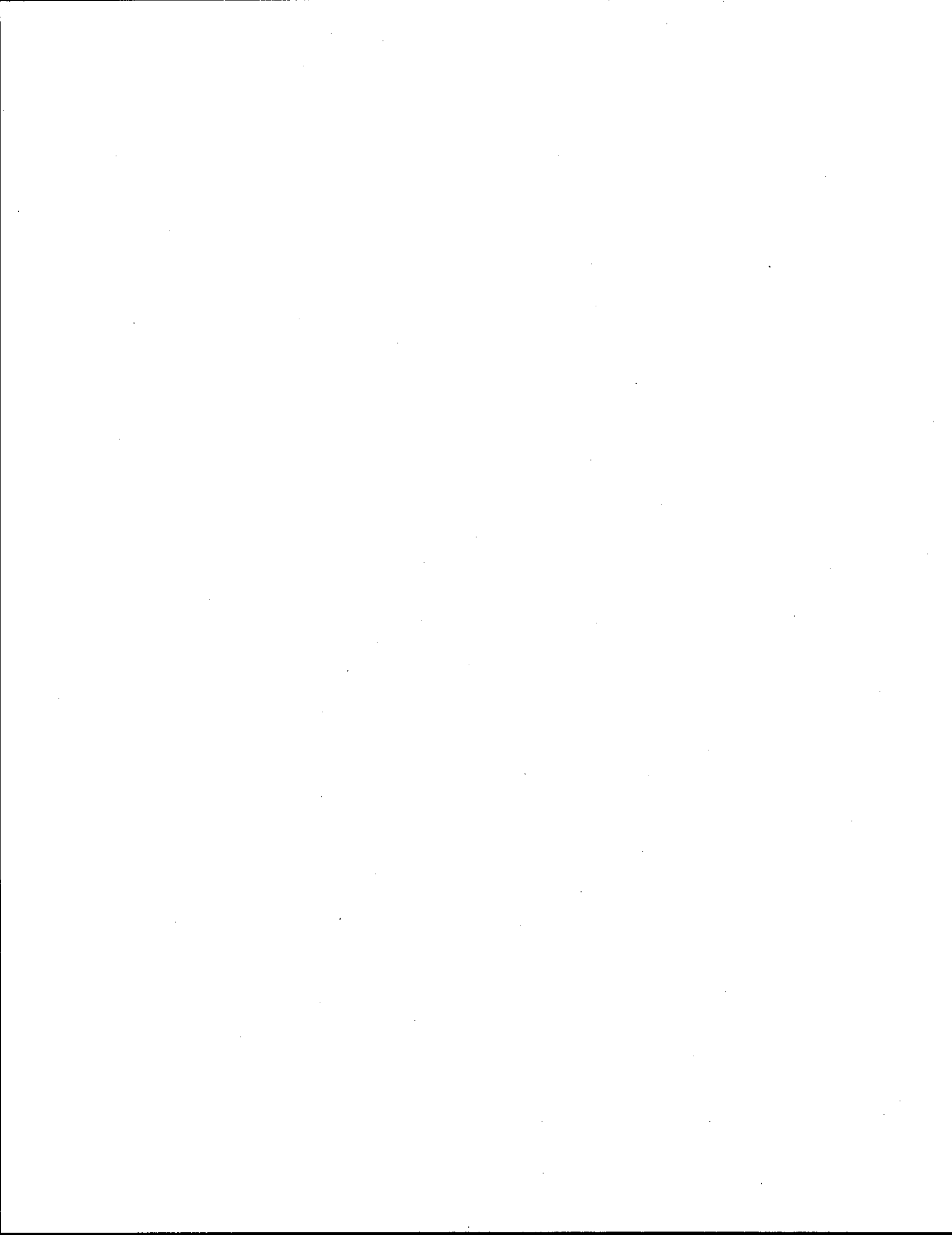
Staff from OUSD Legal Office reviewed the amendment request and pursuant to subsequent revisions, concludes that the amendment is acceptable. The letter of agreement will generate annual revenue for OUSD in the form of General Purpose funds.

BACKGROUND

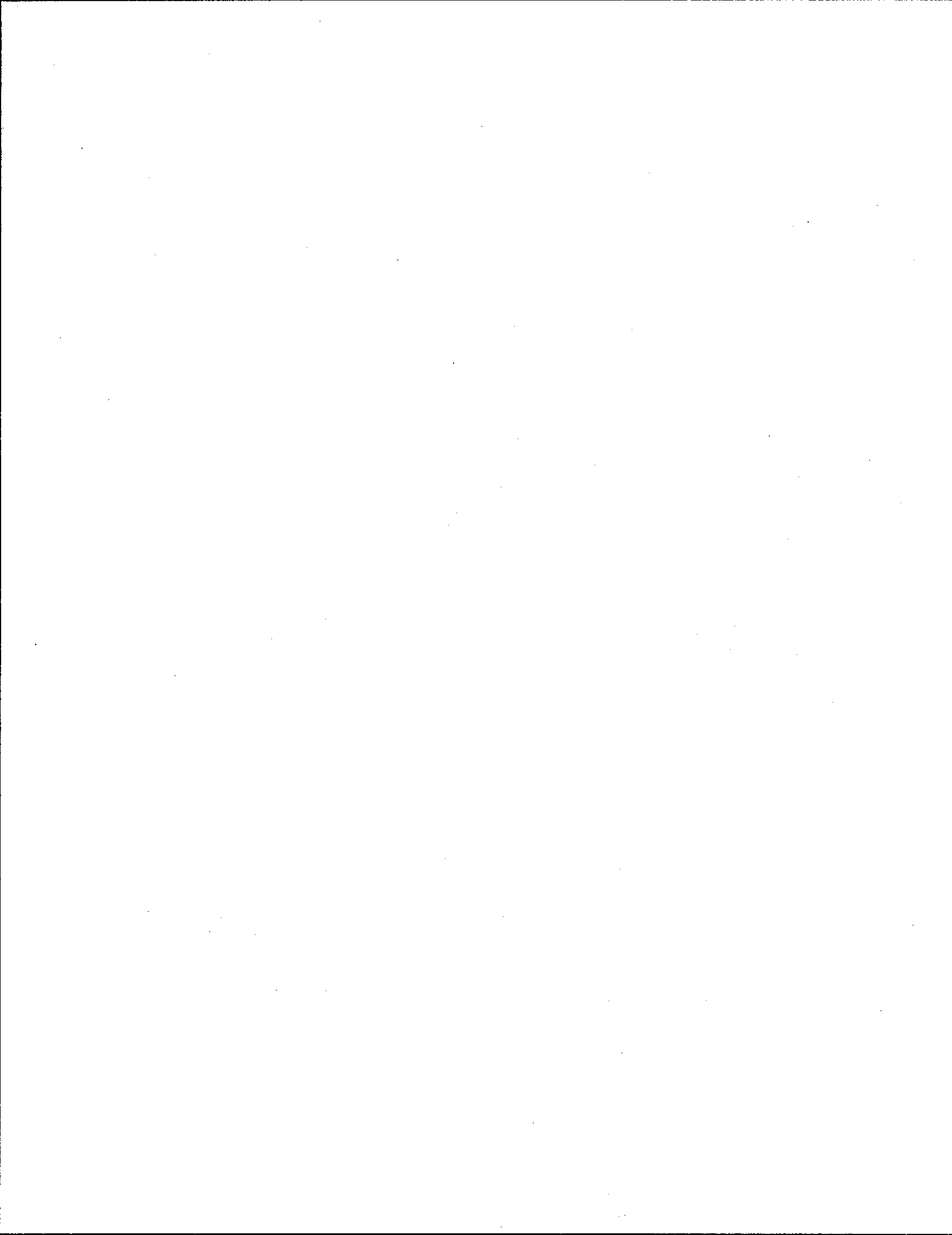
As indicated in Attachment A, the terms of this agreement are herein amended as stated between the charter school and the OUSD regarding facility use.

RECOMMENDATION

Staff recommends approval of the amendment to the letter of agreement as outlined above.



ATTACHMENT A



**Oakland Military Institute
Amendment No. 1 to Letter of Agreement**

As per section I[C](3 – 6), of the existing Letter of Agreement between the parties enacted January 10, 2007, the following revisions are proposed to Letter of Agreement with OMI for the Longfellow Site:

Amended:

II. FACILITY & AMENITIES – OCCUPANCY & USE

B. DEDICATED SPACE AND TERM

The District hereby grants to OMI the right to exclusive use of the following: all the buildings and grounds at the Site, until June 30, 2010 solely for the purposes set forth in the OMI charter cited above and related uses (“Dedicated Space”).

To Read:

II. FACILITY & AMENITIES – OCCUPANCY & USE

B. (1) DEDICATED SPACE AND TERM

The District hereby grants to OMI the right to exclusive use of the following: all the buildings and grounds at the Site, beginning July 1, 2008 until June 30, 2013. This amendment to the Term shall not be considered a Renewal Term. A Renewal Term shall be any term that is mutually agreed to between the parties that begins on or after June 30, 2013. In agreeing to amend the Term until June 30, 2013 the parties agree that the Charter School’s credits to offset the District Contract fee shall remain unaffected by this change in term (i.e., any existing credits maybe carried forward throughout the longer term).

Amended:

IV. FEES AND PAYMENT SCHEDULE

A. ANNUAL OUSD CONTRACT FEE AND IMPROVEMENTS OFFSET

2. ...regardless of the fiscal year of completion (all contract work must be predicted to be finished within the Term of this Agreement – ending on June 30, 2010).

To Read:

IV. FEES AND PAYMENT SCHEDULE

A. (2) ANNUAL OUSD CONTRACT FEE AND IMPROVEMENTS OFFSET

....regardless of the fiscal year of completion (all contract work must be predicted to be finished within the Term of this Agreement – ending June 30, 2013).

(Add to end of section) (14) Effective July 1, 2009 and each July 1 thereafter the District Contract Fee (referred to in section (1) and(2) above) shall increase by the percentage increase of the State's General Purpose Block Grant Charter School Rate, however, in no event shall an annual increase exceed 5%.

Added/Amended:

VI. TERMINATION

A. (Add to beginning of section) This Agreement will automatically terminate upon the cessation of Charter School's operations for any reason including, nonrenewal, revocation or surrender, but only after the Charter School has exhausted any appeals pursuant to Education Code § 47607(f),

Delete Section I[C](7): "The Agreement is automatically terminated if the charter ceases operations.

Amended:

VII. EARLY TERMINATION

OMI shall be allowed to terminate this Agreement, with no further obligations at fiscal year end, during any part of the Term or any extended Term, by providing written notice of its intent to terminate to the District on or before April 15 in any school year for termination at the end of that school year. Unless mutually agreed otherwise, any termination by OMI during the Term of this Agreement shall be effective upon the end of the fiscal year in which the written termination is received by the District on or before the previous April 15. The District shall be allowed to terminate this Agreement during any renewal Term (as noted below) at the end of the then fiscal year if the District shall have passed a resolution declaring the site surplus with the intent to sell the property and provided OMI with at least six (6) months notice of intent to terminate the Renewal Term; the District shall also provide OMI at least two (2) weeks notice of any Board meeting or meeting of the State Administrator where the District will be discussing or considering surplusing the Site. If this Agreement is terminated, OMI shall not be required to comply with all notification, time lines, and other procedural requirements of Education Code Section 47614 and State Regulations in request use of District facilities for the subsequent school year and the District shall provide the Charter School with written notice, concurrent with the termination notice outlined above, regarding an alternative single contiguous reasonably equivalent school site in which the District proposes to house the Charter School in accordance with the Education Code and State Regulations. The District may not terminate this agreement until after the District has completed the surplus property requirements outlined in the Ed. Code section. If the District decides to sell the site, the District shall provide advance notification to OMI and shall allow OMI the first right of refusal to purchase the site. If OUSD terminates this

agreement as outlined in this section, OMI shall be relieved of any obligation to make any payments that are part of this Agreement as of the effective date of the termination.

To Read:

VII. EARLY TERMINATION

The District shall be allowed to terminate this Agreement at the end of the fiscal year after the first three years of this Agreement, should it require the facility for district students based on increased enrollment, enrollment projections, or if the District shall have passed a resolution declaring the site surplus with the intent to sell the property and provides OMI with at least nine (9) months notice of intent to terminate the Agreement, in order to ensure access to the Proposition 39 process.

OMI shall be allowed to terminate this Agreement at the end of the fiscal year after the first three years of this Agreement, with no further obligations at fiscal year end, during any part of the Term, by providing written notice of its intent to terminate to the District six (6) months prior, for termination at the end of that fiscal year. Unless mutually agreed otherwise, any termination by OMI during the Term of this Agreement shall be effective upon the end of the fiscal year in which the written termination is received by the District six (6) months prior to the end of the fiscal year.

If the District terminates this agreement early, as outlined in this section,: (1) OMI shall be relieved of any obligation to make any future payments that it would be obligated to make under this Agreement to the extent that OMI is current with its payments at the point of termination; (2) the District shall pay the Charter School the unamortized cost of all modifications, alterations, and improvements that have been made to the Site as outlined herein (i.e., the cost of all improvements to the Site that the Charter School has not been able to offset against the District Contract Fee).

Added

FACILITY & AMENITIES – OCCUPANCY & USE

B. DEDICATED SPACE AND TERM

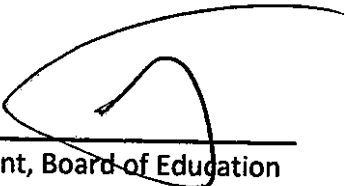
RENEWAL SECTION: *Upon mutual agreement of both parties, this agreement may be renewed for a subsequent five-year term.*

With the exception of the above amended terms, no other terms of the existing Letter of Agreement (attached hereto), are modified.

IN WITNESS THEREOF, the parties to this amendment have duly executed this Agreement on the day, month and year set forth below.

Executed on _____.

OAKLAND UNIFIED SCHOOL DISTRICT



David Kakishiba, President, Board of Education

Date

8/21/08

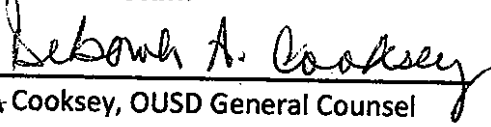


Edgar Rakestraw, Board Secretary, Board of Education

Date

8/14/08

APPROVED AS TO FORM:

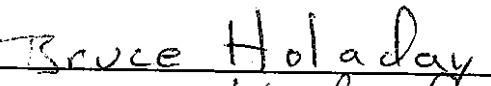


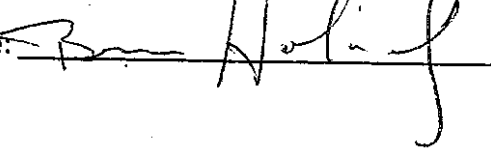
Deborah A. Cooksey, OUSD General Counsel

Date

8.6.08

OAKLAND MILITARY INSTITUTE CHARTER SCHOOL

By: 

Title: 

LETTER OF AGREEMENT

BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT

AND
OAKLAND MILITARY INSTITUTE

REGARDING

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
A SECONDARY (6-12) CHARTER SCHOOL

Legislative File

File ID No 06-1527
Introduction Date 1-10-07
Enactment No 07-0032
Enactment Date 1-10-07
By 79

I. **RECITALS**

A. **DEFINITIONS**

1. The Oakland Unified School District (hereinafter referred to as the "District" or "OUSD") is a public entity existing under the laws of the State of California.
2. Oakland Military Institute (hereinafter referred to as "OMI") is a nonprofit public benefit corporation under the laws of the State of California that operates a charter school authorized by the OUSD State Superintendent and Board of Education.
3. The District is the sponsoring district and California public charter school authorizer of Oakland Military Institute College Preparatory Academy operated by OMI.
4. The OMI charter school is a start-up charter school.
5. A California Public Charter School is a public educational entity created and operated as enabled by the California Charter Schools Act of 1992, as amended [California Education Code¹, § 47600 et seq.].
6. OUSD owns certain real property commonly known as Longfellow Elementary School, situated at 3877 Lusk Street, Oakland, CA 94608 and real property situated at 880 39th Street ("Site").

B. **PURPOSE OF THIS LETTER OF AGREEMENT**

1. The parties agree that OMI charter school is a start-up charter school that began serving students in 2001 as a state-authorized charter school and became a district-authorized charter school in 2004.
2. This Letter of Agreement (hereinafter "Agreement" or "LOA") does not alter the legal and administrative responsibilities or rights of either party that are defined in the California Charter Schools Act or in the OMI charter.
3. OUSD and OMI negotiate this Agreement in good faith to execute a mutually acceptable Proposition 39 Charter School Facility Use Agreement with terms and conditions that fulfill the provisions of 5 California Code of Regulations 11969.9, including the grant of broad flexibility to negotiate terms and conditions provided in 5 CCR 11969.9 (j) and 5 CCR 11969.9 (k).
4. This Agreement outlines the legal and administrative responsibilities of the District and OMI that are specific to their relationship as an Authorizer of a Charter School

¹ All section numbers refer to the California Education Code unless otherwise indicated.

occupying a District-owned site and as a Charter School occupying a District-owned site, respectively. This relationship includes all of the following:

- a. Site, facility and accessory structure occupancy and use
- b. Certain operations and services
- c. Fees and payment schedules

C. AMENDMENT OF AGREEMENT

1. This agreement will govern the relationship between the District and OMI with regard to OMI's site preparation, facility renovation and construction, cost allocation, and relocation of OMI's charter school operation from 2405 West 14th Street (on the Oakland Army Base), Oakland, California 94607, to the District-owned site at 3877 Lusk Street, Oakland, CA 94608. This Agreement shall take effect immediately upon execution.
 - a. If the terms of this Agreement conflict with the terms of any Memorandum of Understanding with OUSD, then this Agreement will control.
 - b. If the terms of this Agreement conflict with the terms of the OMI Charter, then the Charter will control.
 - c. All statutory and regulatory changes subsequent to execution of this Agreement shall take precedence over anything inconsistent herein.
2. OMI retains all operating charter rights and responsibilities, to the extent provided by law, including but not limited to the charter law mega-waiver as allowed by law (§47610), access to state start-up grants, access to charter state bonds and charter appeal rights if the District does not renew the charter. OMI may choose annually to be either direct-funded or locally-funded, as provided by law.
3. Written modifications of this Agreement may be made by mutual written agreement at any time and must express intent to modify this Agreement.
4. Any modification of this Agreement must be in writing and executed by the duly authorized representatives of both parties.
5. The duly authorized representative of OMI is Bruce Holaday, Head Master, OMI or successor or designee.
6. The duly authorized representative of OUSD is Kimberly A. Statham, State Administrator, or successor or designee.
7. The Agreement is automatically terminated if the charter ceases operations.

II. FACILITY & AMENITIES – OCCUPANCY & USE

A. USE

1. OMI may exclusively occupy and use all structures on the Site.
2. OMI may conduct education programs, and otherwise utilize the Site similar to other middle, high or full secondary schools within the District, including holding community meetings, staff meetings, parent/guardian/student meetings, student orientation, student registration, student admissions, and student drills, parades and demonstrations at the Site during the term of this Agreement.

3. OMI may make improvements to the facility at the Site as further outlined here upon execution of this Agreement.
4. OMI may construct or install (and subsequently occupy) additional structures on the Site if approved by OUSD and local building and safety inspectors.
5. When OMI vacates the Site, it will remove any structure it has constructed or installed that does not comply with all regulations permitting its use by the District.
6. OMI may begin student instruction at the Site on or after January 1, 2007.
7. OMI enrollment may increase to a maximum of 875 at this site if in conformance with local building and safety codes.
8. Although OMI shall have the exclusive use of the Site, OMI agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the non-classroom facilities and grounds accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site, the OMI Directors shall hold the same powers and obligations applicable to the District Board of Trustees under Education Code sections 38130-38139 and shall also follow the District's board policies and administrative regulations in making use of the facilities accessible to members of the community.

B. DEDICATED SPACE AND TERM

1. The District hereby grants to OMI the right to exclusive use of the following: all the buildings and grounds at the Site, until June 30, 2010 solely for the purposes set forth in the OMI charter cited above and related uses ("Dedicated Space"). Any fees or charges owed OUSD from OMI shall be prorated for first fiscal year.
2. OMI shall retain possession of the Dedicated Space at all times including before, during, and after school hours, on weekends, holidays, and during summers.
3. OUSD acknowledges that OMI intends to make capital and other improvements to the buildings and grounds on the Site.
4. OUSD acknowledges that OMI intends to begin serving students on this Site on or after January 1, 2007, but to begin serving students on this site no later than September 1, 2007.
5. OMI may, among other things, paint building exteriors, hallways and room interiors at this site, using colors approved by OUSD.
6. OUSD may, among other things, perform infrastructure improvements, basic clearance and cleaning, and minor repairs necessary to assign use of the building in good working order to OMI.
7. OUSD personnel will coordinate all work it performs at the site with OMI.
8. OUSD has provided OMI with keys and codes required to access the Dedicated Space.
9. OUSD shall retain a master key to enable access to the site for emergency purposes.

C. BATHROOMS

1. The District agrees that all bathrooms will be delivered in a functional and clean state, with all fixtures, including sinks, urinals and toilets, in good and sanitary working condition.
2. OMI may replace bathroom fixtures. All new fixtures must comply with applicable laws and codes.

D. EQUIPMENT

1. OUSD shall remove all copier machines at the site on or before October 31, 2006 and OMI shall not assume any responsibility for these copiers or the service contracts for these copiers.
2. OMI accepts responsibility for telephone, facsimile data and Internet Service Provider (ISP) costs at the site upon execution of the Agreement and will contract to establish its own telephone, facsimile data and ISP service at the site. OMI may use existing telephone, facsimile data and ISP infrastructure if OMI maintains these systems separately from District systems. OMI accepts these systems "as is".
3. When feasible, not contrary to controlling regulations, and not superseding the needs of District schools, existing switching equipment installed in the buildings may remain for OMI use during its occupancy or may remain unused in the buildings.
4. The OUSD fee does not include the cost of computers, computer lab, laptop carts, etc. The cost of such technology is part of OMI's own budget. OUSD may remove any such District inventory on or before October 31, 2006.
5. The OUSD fee does not include the cost of audio visual equipment (projectors, television monitors, media carts, etc.), as these are also part of the school site budget. OUSD may remove any such District inventory on or before October 31, 2006.

E. TELECOMMUNICATIONS

1. Units of the Dedicated Space are wired for telephone and computer data connectivity.
2. Existing telecommunications infrastructure will remain in place unless relocation is required by funding source regulations.
3. The District will inform AT&T Corporation that the District authorizes OMI to request, receive and pay telephone services independently of OUSD and will inform AT&T Corporation that all voice and data services requested by OMI at this address are the responsibility of OMI.
4. OMI shall not use the District's telephone lines. OMI will establish its own numbers and accounts for telecommunication connectivity.
5. OMI is responsible for all telephone service at the site beginning upon execution of the Agreement.
6. OMI shall be responsible for the purchase of any equipment that may be needed in order to participate in the automated reception system it may select.

E. INFORMATION TECHNOLOGY

1. The District shall not allow OMI to access the District's data service infrastructure.
2. OMI will provide its own data services, firewall, server and local area network for personal computers.

F. FURNISHINGS AND FIXTURES

1. The District shall leave for OMI's use all furnishings that remain after November 15, 2006.
2. All built-in fixtures shall remain for use by OMI while OMI occupies any portion of the site.
3. OMI may use any furniture or built-in fixtures at the site after November 15, 2006 for the duration of this agreement at no cost as long as those items are maintained in the same or better condition, other than normal wear and tear.
4. All OUSD furniture and fixtures at the site remain the property of OUSD.
5. OMI accepts responsibility for repairs and services that may be necessary to maintain or replace all such furnishings and fixtures in a condition that is comparable to their condition at receipt, less ordinary wear and tear.
6. OMI may select additional items at no cost from the OUSD warehouse, on a one-time-only basis, on a mutually agreed upon date prior to opening to serve students.
7. OMI accepts responsibility for the cost of moving items it selected from the OUSD warehouse to the Site and for their return to the OUSD warehouse when OMI no longer has an agreement with OUSD to operate at this Site.
8. OMI may install its own furniture and fixtures at this Site.
9. OMI will maintain an inventory system that distinguishes its furniture and fixtures from furniture and fixtures belonging to OUSD.

G. FENCING AND SIGNAGE

1. Upon the District's consent, which shall not be unreasonably withheld, OMI shall be permitted to (1) install and maintain additional fences, planters, or other barriers (in compliance with applicable building codes and following review by the OUSD Facilities Department) around the site at OMI's cost, in order to create a sense of community for the OMI area, and (2) place signage at campus locations.

H. SECURITY

1. OUSD has provided OMI with keys and codes required to access the Dedicated Space.
2. Security equipment will remain at the site. OMI may program this system. The Dedicated Space shall be individually keyed and wired to an alarm system.
3. The District shall re-key the OMI buildings' exteriors and provide a master key to OMI, as well as individual classroom and room keys. The District shall securely maintain a master key for the Dedicated Space for security and emergency purposes.
4. OMI may replace the alarm system, at its expense, only with District approval and only with a system that maintains duplicate reporting to the District's central station..
5. OMI will procure an alarm company at its own expense. OMI shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space.
6. If there is a fire at the property or trouble on system lines, OMI shall notify the District within one business day.

7. OMI will provide emergency contact information to the District.

I. BELL SCHEDULE

1. Bell equipment will remain at the site. This equipment is provided "as is."
2. OMI may program this system, if feasible "as is", or may substitute a separate system at its own expense.

J. PARKING

1. OMI has sole right to use any parking area on the site.
2. OMI will demolish all buildings and structures on the District-owned property located at 880 39th Street across from the Site (there is currently a school facility that was used as a Child Development Center on this property) at its sole cost and expense. At OMI's sole cost and expense it will remove the buildings and install parking on the property. OMI shall assume full responsibility for the cost of this project and shall be fully responsible for legal compliance to complete the project. OUSD shall remain fully responsible for the cost of clean up of any environmental hazard or other toxic matter on the property or for the cost of any legal compliance necessitated by OUSD's ownership and/or occupancy of this project. OMI shall not be charged any lease fee for the use of this property and the cost of construction shall be an improvement cost that may be used by OMI to offset lease payments as outlined herein.

K. COMPLIANCE WITH LAWS

1. District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the property that is the subject of this Agreement that calls into question the appropriateness or sufficiency of the site for OMI's intended purpose. The District warrants that the facility currently meets all applicable codes, regulations, and laws, including but not limited to: Field Act, Americans with Disabilities Act, FEHA, local fire marshal and zoning requirements and ordinances. Upon notification by any state, local agency, or OMI of noncompliance, the District agrees to remedy any noncompliance that is not the direct result of a modification or improvement made by OMI or by OMI's occupancy.
2. OMI shall not cause to occur, and shall take reasonable measures to prevent, any activity in or about the Dedicated Space that might impair the proper functioning of, or threaten the exterior or structural elements of, the District's property.
3. OMI will provide a description of exterior or structural changes it wishes to make, at its expense, to the Dedicated Space for District approval prior to executing the change.
4. OMI, at its expense, shall comply with all applicable laws, regulations, rules and orders that are triggered by any OMI use outside an ordinary secondary school use and/or modification of the Dedicated Space that arise after OMI takes possession, including, without limitation, those relating to health, access, safety, noise, environmental protection, waste disposal, and water and air quality.

L. MAINTENANCE AND REPAIRS/ALTERATIONS AND ADDITIONS

1. After OMI's occupancy of the Dedicated Space, OMI shall be responsible for all routine maintenance and repair of the Dedicated Space. District shall be responsible for all non-routine maintenance and repair, the integrity of the building, including structural, plumbing and electrical. The District's obligation for maintenance and repair shall exclude those repairs or extraordinary maintenance required as a result of OMI's negligence or intentional acts.
2. OMI shall give the District the first option to perform any non-routine (and non-emergency) maintenance. District shall respond to OMI within 10 working days if it intends to perform such work. If District does not respond, then OMI may perform the non-routine maintenance and deduct an agreed upon amount from its annual fee. The District may defer any non-emergency maintenance it chooses to perform for up to twelve months.
3. OMI's "Routine Maintenance" Obligations: OMI shall, at its sole cost and expense, keep and maintain the Dedicated Space in good order, condition and repair, and shall do such grounds keeping, graffiti removal, repair, maintenance, and replacement as may be reasonably required to maintain the Dedicated Space in good condition, repair and appearance, and in compliance with health, safety, and sanitary laws, ordinances or regulations. Routine lighting maintenance includes the ongoing replacement of bulbs, sockets and ballasts and is OMI's responsibility in the same way that replacement of washers in faucets is a routine maintenance item and OMI's responsibility. The life cycle of ballasts depends both on the overall passage of time and the timely replacement of burned out bulbs.
4. District's "Non-Routine" Obligations: The District shall be responsible for the non-routine maintenance of the facilities used by School. For purposes of this section, "non-routine maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 in accordance with District schedules and practices shall remain the responsibility of the District. OUSD shall keep in good structural condition and repair the foundation, exterior walls, windows and exterior of the roof of the site, all building systems, including, without limitation, electrical, plumbing, HVAC and fire/life safety systems. OUSD's responsibility includes maintaining the wiring, switches, and outlets that provide the backbone of electrical service to the building. OUSD shall have the right to enter the Property to perform its obligations.
5. OMI and OUSD will collaborate to identify a feasible timetable for the District to implement any capital improvements or major deferred maintenance that may be needed at the site and a timetable that will minimize the disruption of on-going education programs at the site. Each work request when received is evaluated by a District work control team and a priority is assigned to each request. There are four levels to which a work order could be assigned. The four levels and associated completion time lines are as follows:

Priority Level 1, emergencies same day response when possible next business depending on nature of the problem and time received.

Priority Level 2, repairs requiring immediate attention, health and safety concern, does not require same day service. Work order to be completed within 1-10 business days.

Priority Level 3, repairs of a general nature does not pose an immediate threat to the safety of the facility or its occupants. Work order to be completed within 10-60 business days.

Priority Level 4, requests for improvements / enhancements to existing facility, small projects, additions, modifications, all other work requests not associated with a repair to the facility. This requires a submission of a Request for Services Improvement Form (see attach form). All work orders assigned a level 4 priority will be reviewed on a case by case basis and discussed with the appropriate parties for such items as funding, feasibility and a time line for completion.

6. Nothing in this Agreement shall affect the number of positions held by or reduce the amount of work performed by District employees covered by a collective bargaining agreement with the District.
7. OMI shall make no alterations, additions, or improvements to the property without the prior written consent of District which shall not be unreasonably withheld.
8. District may impose as a condition to the aforesaid consent such requirements as District may deem necessary, including without limitation thereto, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.
9. All alterations, additions, or improvements by OMI to the Dedicated Space or the property located at 880-39th street, shall, at the expiration or earlier termination of the Agreement, become the property of the District and shall remain upon and be surrendered with the Premises, unless specified otherwise in writing.

M. DAMAGE/TOTAL DESTRUCTION/NEW CONSTRUCTION

1. **Damage.** If the buildings are damaged by any casualty which is covered by insurance carried by the District, and OMI still has access to at least 50% of the usable classroom space, then the District shall restore such damage provided such restoration can be completed within 90 days after the commencement of the work in the opinion of a registered architect or engineer appointed by the District. In such event this Agreement shall continue in full force and effect, except that OMI shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with OMI's use of the buildings. The District shall provide OMI alternative space in accordance with its obligations under Prop. 39 for any part of the OMI program that is displaced by the partial damage and/or the repair work of the

same. If OMI accepts alternative space then there shall be no diminution in the use payments during the period of the restoration.

2. **Total Destruction.** If the buildings are totally destroyed (defined as the destruction of more than 50% of the usable classroom space), or the damage to the buildings is an uninsured loss, or the buildings cannot be restored under applicable laws and regulations with ninety (90) days then this Agreement may be terminated by OMI effective the date of the damage and the District must provide a reasonably equivalent school facility in accordance with Prop. 39 to OMI as near to the buildings and as soon as possible so as to minimize interruption in the educational program of OMI, except that OMI shall be entitled to a proportionate reduction of use payments during the period of time reflecting the transition to the reasonably equivalent facility.
3. **New Construction.** OMI is solely responsible for any disruption to its educational program that may result from construction activity it plans to undertake at this site with OUSD approval.

III. SERVICES & OPERATIONS

A. UTILITIES

1. OMI accepts responsibility for all the cost of all utilities consumed by OMI at the Site beginning upon execution of the Agreement.
2. OMI and OUSD will work collaboratively to transfer electricity, gas, water, sewerage, waste collection and recycling accounts to OMI with no service interruption.
3. Any OUSD uses sharing utility lines at the site will contribute a pro rata share of electricity water, sewerage, waste collection and recycling costs based on relative square footage of use.

B. TECHNOLOGY INTERFACE, STUDENT RECORDS & ENROLLMENT TRANSFERS

1. OUSD will transfer records for students enrolled at OMI charter school with all possible speed within the limits of state and federal laws, software compatibility, and OUSD staffing capacity. To facilitate this transfer, OMI will provide OUSD an electronic file with names and identification numbers of former OUSD students who have enrolled at OMI. If a student's identification number is not available, the student's date-of-birth may substitute.
2. OUSD will only provide OMI with records for students enrolled at OMI.
3. OMI shall be allowed to apply for e-rate funding on its own, independently of OUSD.

C. TECHNOLOGY SERVICES

OMI may, but is not required to, negotiate a contract with OUSD's Information Technology Services department for services.

D. CUSTODIAL SERVICES

OMI may, but is not required to, negotiate a contract with OUSD's Custodial Services department for services.

E. FOOD SERVICES

OMI may, but is not required to, negotiate a contract with OUSD's Food Services department for services.

E. HEALTH SERVICES

OMI may, but is not required to, negotiate a contract with OUSD's Health Services department for services.

F. STUDENT DISCIPLINE

The District shall have no responsibility as it relates to student discipline of OMI students.

G. MANDATED COST REIMBURSEMENTS

1. OMI will compile its own claims for mandated cost reimbursement.
2. If required by the SCO or the Commission on State Mandates, OUSD shall allow OMI to combine its claims into the District's claims for reimbursement and shall forward all state reimbursement monies due and owing to OMI upon receipt.

IV. FEES AND PAYMENT SCHEDULE

A. ANNUAL OUSD CONTRACT FEE AND IMPROVEMENTS OFFSET

1. OMI will pay OUSD an annual OUSD Contract Fee for the use of facilities and certain services provided by the District as defined in this Agreement.
2. The OUSD Contract Fee shall be a fixed rate of \$1.00 per month per square foot of classroom space whose use is assigned to OMI, less a credit to OMI for facility improvements outlined herein, approved by OUSD and compliant with codes and regulations governing District use of facilities. The square footage of classroom space that is leased to OMI under this Agreement is and shall be for the Term of this Agreement 21,494 square feet. The credit (which shall operate as an offset to the Contract Fee) shall not exceed \$250,000 for each fiscal year of this agreement. If OMI does not exhaust the fiscal year credit of \$250,000 the remainder of the credit shall be carried over into the next fiscal year (for example, if OMI only invests \$200,000 in fiscal year 2006/2007 the available credit offset shall be \$300,000 for fiscal year 2007/2008). If OMI exceeds the credit in any fiscal year (i.e., investing more than the fiscal year cap) the excess amount shall be carried over to the following fiscal year (for example, if OMI invests \$300,000 in fiscal year 2006/2007 OMI shall be allowed to carry over \$50,000 to apply to the cap in the following school year). OMI shall be allowed to offset the Contract Fee owed to OUSD by amounts actually expended or amounts that are under contract – regardless of the fiscal year of completion (all contract work must be predicted to be finished within the Term of this Agreement – ending on June 30, 2010). OMI's proposed improvements to the Site include those listed in Exhibit A attached hereto and incorporated by reference herein. OMI and District may agree to add to this list. Credit will not exceed the cost of providing District standard material by more than 50% without prior approval by District.

3. The annual OUSD Contract Fee also includes sole access to and scheduling control of all non-classroom amenities at this site.
4. This OUSD Contract Fee includes OUSD provision of all non-routine maintenance and major structural repair expenses not otherwise provided for in this Agreement.
5. The OUSD Contract Fee will not be adjusted based on the square footage of classroom space assigned to OMI each year, and is otherwise fixed unless services are added or deleted.
6. The OUSD Contract Fee does not include custodial service, trash collection, or recycling collection which are OMI responsibilities.
7. The OUSD Contract Fee does not include routine maintenance, graffiti abatement, or grounds keeping which are OMI responsibilities.
8. The OUSD Contract Fee does not include utilities which are metered at the school site and will be billed separately.
9. The OUSD Contract Fee does not include the Special Education encroachment charge which is calculated annually.
10. The OUSD Contract Fee does not include the 1% charge for District oversight as outlined in Section 47613.
11. The OUSD Contract Fee does not include school site-specific costs which the school must include in its own budget. For example, the OUSD fee does not include the cost of computers, computer lab, or laptop carts. The cost of such technology is part of OMI's own budget. The OUSD fee does not include the cost of audio visual equipment (projectors, television monitors, media carts, etc.) as these are also part of the school site budget.
12. This fee does not include access to storage space beyond what exists in buildings and portable classrooms at the site.
13. This fee does not include an allocation for campus security which is an OMI responsibility.

B. PAYMENT SCHEDULE

1. Within 30 days from the execution of the Agreement, OMI will provide the District a list of estimated costs for OMI's proposed improvements to the Site so that the District can compare OMI's estimated improvement offset to the prorated OUSD Contract Fee for 2006-07.
2. If the cost of OMI's estimated improvements equals or exceeds the 2006-07 OUSD Contract Fee, then no OUSD Contract Fee is due from OMI until the year-end reconciliation in 2007 of OMI's actual improvement offset expenses.
3. If the cost of OMI's estimated improvements is less than the 2006-07 OUSD Contract Fee, then OMI will pay the difference to the District within fourteen (14) days of the determination in 2006.
4. OMI and the District will meet within 14 days of the end of each fiscal year during the Term of this Agreement to reconcile OMI's actual improvement offset expenses and the annual OUSD Contract Fee from the fiscal year just concluded and to estimate the cost of OMI's improvement offsets for the fiscal year just beginning.

5. In any year that the OUSD Contract Fee is estimated to exceed OMI's improvement offset credit, OMI will pay the difference to the District within fourteen (14 days) of the reconciliation.

V. INDEMNIFICATION, INSURANCE and GENERAL LIABILITY

A. INDEMNITY OF DISTRICT

1. To the fullest extent permitted by law, OMI shall indemnify, hold harmless, and defend OUSD and its officers, officials, employees, OUSD project/construction managers, agents and representatives (collectively "Indemnities") from and against any and all claims, demands, actions, suits, losses, expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of OMI or expert witnesses incurred in connection therewith and costs of investigation) and costs for any injury, death or damage to any person or property occurring in, on or about the Site (including, without limitation, injury or death of an employee of OMI or its officers and/or agents), to the extent they arise directly or indirectly, from any negligent act or omission of OMI, any employee, officer or agent of OMI, anyone directly or indirectly employed by OMI, or anyone that OMI controls (collectively "Liabilities"). This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts, errors or omissions of the District and/or the Indemnities.
2. OMI shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession to OMI arising from OMI's use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by OMI in or about the Site, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of District as they relate to the Site or caused by the negligence or intentional acts of the District, its employees, agents, officers and invitees.
3. OMI shall further indemnify, hold harmless, and defend District against and from any and all claims arising from any breach or default in the performance of any obligation on OMI's part to be performed under the terms of this Agreement, or arising from any act omission or negligence of OMI, or any officer, agent, employee, guest, or invitee of OMI, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts, errors or omissions of the District, its officers, employees, agents and consultants. If any action or proceeding is brought against District by reason of such claim (regardless of whether a claim is filed), OMI upon notice from District shall defend the same at OMI's expense. OMI shall give prompt written notice to District's Risk Manager in case of casualty or accidents in or on the Site. To the extent, however, that the

foregoing provisions impose an obligation on OMI which does not involve any negligence on the part of OMI or its officers or agents, then, provided that OMI is in compliance with its insurance obligations under this Agreement, such obligations shall be limited to the extent to which OMI is covered by OMI's insurance and that of its officers or agents.

B. INDEMNITY OF OMI

1. To the fullest extent permitted by law, District shall indemnify, hold harmless, and defend OMI, its trustees, officers, employees and agents (collectively Indemnities) from and against any and all claims, demands, actions, suits, losses, liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees and expert witness costs incurred in connection therewith and costs of investigation), expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site (including, without limitation, injury or death of any employee of District or its officers or agents), to the extent they arise directly or indirectly, from any negligent act or omission of the District, its employees or agents, anyone directly or indirectly employed by District, or anyone that District controls or arising from the District's prior or current use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted, suffered, or contracted by District in or about the Site (including use of the Site by the all third parties), This indemnity and hold harmless provision shall exclude actions brought by third persons against the Charter School arising out of the negligence or intentional acts, errors or omissions of the Charter School and/or the Indemnities.
2. District shall indemnify, hold harmless, and defend the OMI, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Site after District delivers possession to OMI arising from District's use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by District on the Site, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of OMI as they relate to the Site or caused by the negligence or intentional acts of the OMI, its employees, agents, officers and invitees
3. District shall further indemnify, hold harmless, and defend OMI against and from any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Agreement, or arising from any act omission or negligence of the District, or any officer, agent, employee, guest, or invitee of District, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. This indemnity and hold harmless provision shall exclude actions brought by third persons against the Charter School arising out of the negligence or intentional acts, errors or omissions of the Charter School, its officers, employees, agents and consultants. If any action or proceeding is brought against OMI by reason of such claim (regardless of whether a claim is filed), District upon notice from OMI shall defend the same at

District's expense. District shall give prompt written notice to OMI Risk Manager in case of casualty or accidents in or on the Premises.

C. INSURANCE

1. **District.** The District shall maintain, during the term of this Agreement, insurance or self insurance against claims for injuries to persons or damages to property (real and personal, including the structures on the Site and any District owned personal property) in amounts equal to that which would be in place if the Site were occupied by another school of the District. OMI shall, during the term of this Agreement, maintain in force the required levels of general liability insurance as stated in the MOU between the parties and as further outlined below.
2. **Charter School.** Charter School shall maintain, during the term of this Agreement, property insurance covering fire or casualty losses, or the cost to replace charter school's owned personal property and temporary improvements, as well as general liability insurance against claims which may arise from or in connection with the use and occupancy of the Site by the Charter School in the amounts specified in the table below. Because of the prohibitive cost of obtaining flood and earthquake insurance for its personal property, OMI has declined to obtain such coverage, and shall hold harmless the District against any loss to personal property arising out of those named perils. Any deductibles or self-insured retentions must be approved by the District. Pursuant to 5 CCR section 11969.9(h)(1), District shall be named an additional insured on all policies required by this clause. Prior to occupying the Site, the Charter School shall provide the District with original certificates and amendatory endorsements effecting coverage required by this clause.

Type of coverage	What is covered	Amount of coverage
Property	Charter School's personal property and temporary improvements	Cost to replace
General Liability	Per Occurrence	\$5,000,000
General Liability	Aggregate	\$10,000,000
General Liability	Property Damage	\$5,000,000

Third-Party Claims. Charter School's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the District.

VI. TERMINATION

- A. The occurrence of any of the following shall constitute a material default and breach of this Agreement by OMI:
 1. The complete abandonment or vacation of the entire site by OMI;
 2. A failure by OMI to observe and perform any material provision of this Agreement to be observed or performed by OMI, where such failure continues for thirty (30) days after receipt of written notice thereof by District to OMI; unless, however, the nature

of the default is such that the same cannot reasonably be cured within said thirty (30) day period. OMI shall not be deemed to be in default if OMI shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion.

- B.** If OMI commits any such material default or breach, then District may, at any time thereafter without limiting District in the exercise of any right or remedy at law or in equity which District may have by reason or such default or breach terminate OMI's right to possession by any lawful means, in which case this Agreement shall terminate and OMI shall immediately surrender possession of the Premises to District. Before the District exercises any of its remedies of this Section, it must attempt to cure the default through the use of the dispute resolution provision outlined herein.
- C.** District shall not be in default unless District fails to perform obligations required of District within a reasonable time, but in no event later than 30 days after receipt of written notice by OMI to District specifying wherein District has failed to perform such obligations; provided however, that if the nature of District's obligation is such that more than 30 days are required for performance, then District shall not be in default if District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.
- D.** If the District commits any such default or breach, then OMI may, at any time thereafter without limiting OMI in the exercise of any right or remedy at law or in equity which OMI may have by reason of such default or breach: (a) terminate the Agreement with no further obligation to the District; or (b) maintain the Agreement with the District and pursue damages or other equitable relief in a court of law. If OMI chooses to pursue the remedy in this section then OMI shall be allowed to place all use payment fees as they come due in a blocked trust account until such time as the District cures the default or the matter is otherwise resolved in a court of law. Before OMI exercises any of its remedies of this section, it must attempt to cure the default through the use of the dispute resolution outlined herein.

VII. EARLY TERMINATION

OMI shall be allowed to terminate this Agreement, with no further obligations at fiscal year end, during any part of the Term or any extended Term, by providing written notice of its intent to terminate to the District on or before April 15 in any school year for termination at the end of that school year. Unless mutually agreed otherwise, any termination by OMI during the Term of this Agreement shall be effective upon the end of the fiscal year in which the written termination is received by the District on or before the previous April 15. The District shall be allowed to terminate this Agreement during any renewal Term (as noted below) at the end of the then fiscal year if the District shall have passed a resolution declaring the site surplus with the intent to sell the property and provided OMI with at least six (6) months notice of intent to terminate the Renewal Term; the District shall also provide OMI at least two (2) weeks notice of any Board meeting or meeting of the State Administrator where the District will be discussing or

considering surplusage the Site. If this Agreement is terminated, OMI shall not be required to comply with all notification, time lines, and other procedural requirements of Education Code section 47614 and State Regulations in requesting use of District facilities for the subsequent school year and the District shall provide the Charter School with written notice, concurrent with the termination notice outlined above, regarding an alternative single contiguous reasonably equivalent school site in which the District proposes to house the Charter School in accordance with the Education Code and State Regulations. The District may not terminate this agreement until after the District has completed the surplus property requirements outlined in the Ed. Code section. If the District decides to sell the site, the District shall provide advance notification to OMI and shall allow OMI the first right of refusal to purchase the site. If OUSD terminates this agreement as outlined in this section, OMI shall be relieved of any obligation to make any payments that are part of this Agreement as of the effective date of the termination.

VIII. PROP. 39 ANNUAL NOTICES

OMI shall not be obligated to make annual requests for facilities in accordance with Proposition 39 during the term of this Agreement or during any Renewal Term (a Renewal Term shall be a Term that is mutually agreed to between the parties that extends this Agreement beyond the original Term outlined in Section II[B](1) above). OMI must notify the District no later than 30 days prior to the expiration of the Agreement if it wants to renew this Agreement. If OMI does not want to renew this Agreement, it shall provide a Proposition 39 compliant request for facilities no later than December 31 in the school year prior to the school year in which it desires facilities under Prop. 39 in accordance with 5 CCR 11969.9.

IX. DISPUTE RESOLUTION

- A.** Prior to any court action, disputes between OMI in the District regarding the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.
- B.** The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and telephone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within five days from receipt of the notice of dispute the representatives from OMI shall meet with representatives from the District in an informal setting to try to resolve the dispute.
- C.** If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within seven days to assist the parties in resolving the dispute. The initiating party shall request appointment of a mediator who is

available to meet as soon as possible but not later than 30 days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and OMI.

- D.** Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.
- E.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

X. CONSTRUCTION AND SEVERABILITY

A. AMENDMENTS

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.

B. SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and full enforceable.

C. COMPLIANCE WITH GOVERNING LAW

Governing and applicable laws, regulations, and ordinances shall prevail over specific terms or clauses within this agreement, to the extent that such terms or clauses contravene said laws, regulations, or ordinances. However, where said laws, regulations, or ordinances are silent or permissive, the provisions of the Agreement shall prevail.

D. SEPARATE PARTIES

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association

E. NOTIFICATIONS

All required notices under this Agreement shall be given in writing to the following addresses, unless changed in writing:

Bruce Holaday, Headmaster
Oakland Military Institute
2405 W. 14th St.
Oakland, CA 94607
(510) 286-3935 Fax

Kimberly Statham, State Administrator
Attn: Liane Zimny, Charter Schools Coordinator
Oakland Unified School District
1025 Second Street, Room 301
Oakland, CA 94606-2212
(510) 879-8800 Fax

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

Executed on Dec. 19, 2006.

Charter School:

Oakland Military Institute College Preparatory
Academy, a non-profit corporation,

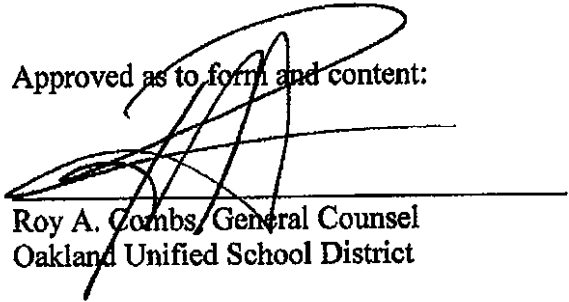
By: Bruce Holaday
Name: Bruce Holaday
Its: Head of School

District:

Oakland Unified School District, a public entity

By: Kimberly Statham
Kimberly Statham, Ph.D.
State Administrator

Approved as to form and content:



Roy A. Combs, General Counsel
Oakland Unified School District

Counsel for Oakland Military Institute

Attachments:

- Exhibit A: OMI's Proposed Improvements to the Site
- Diagram of Campus
- Dedicated Space Floor Plans

EXHIBIT A - OMI-Longfellow Improvements

Existing Longfellow School improvements

exterior

new entry doors at Lusk Street
new signage and lighting as required
entrance landscaping

reglaze & repair broken windows as required
reputty unbroken windows where window putty fails
exterior painting at main building
exterior paint of existing portable classrooms
repair and repaint existing handicap ramps and railings at existing portable classrooms

repair/replace broken mechanical unit at multi purpose room roof

security & site

repair broken fence supports
replace perimeter chain link fence with slatted chain link on existing supports
exterior locks-rekey and refurbish
install fence at south east corner adjacent to classroom
alarm control refurbish as required for monitoring contractor
site lighting upgrade

fire

fire department inspection
certify all fire extinguishers

interior

remove all debris, decorations, abandoned materials

hallways and travel	replace lighting install additional lighting paint sand and stain damaged woodwork sand and stain damaged doors & cabinetry
	rekey door locks ceiling panel repair
multipurpose room	sand & stain damaged walls, stage face, doors add blinds or curtains at clerestory windows repair hardware as required
bathrooms	add mirrors

repair accessories
painting and plaster
upgrade fixtures (urinals, sinks, wc as required) to adult standards

classrooms walls-plaster and paint as required
 walls-woodwork-clean and stain as required
 add whiteboards-19 classrooms

 at rooms 15,16,17,19 for science lab
 remove existing cabinetry
 install cabinetry and counter for 5 sinks at each room
 rough & finish plumbing, fixtures, 20 sinks

 at room 18, upgrade bathroom to adult use

administration offices, conference, college room
 repair cabinetry
 add doors to cabinetry at college room

miscellaneous install lockers for students as required

existing portable classrooms

replace carpeting
repair ceiling grid
replace ceiling tiles
upgrade bathroom(s) to adult use
paint
repair interior lighting
repair fire and security systems

Create Parking Lot

demolition of existing cdc structure
create accessible route to front entrance including curb cuts etc.
civil engineering design
demolition and other city permitting
curb cuts for parking entrance/exit
repair/resurface lot as necessary and stripe stalls
repair existing fence and complete street-side fence and gates
add lighting

Improvements to install 8 portable classrooms and one portable bathroom unit

requirements for classrooms

electric engineering & design
architecture & siting designs
Oakland plan check and permit fees
site grading required to accept portable classroom installation & associated foundation work
PGE service upgrade, transformer
install new OMI service distribution panel and service panel breakers
asphalt cutting, excavation, compaction and paving as required for service installation
asphalt cutting, excavation, compaction and paving as required for distribution to classroom
installation of conduit and conductors for service distribution
installation of additional conduits for phone, data, alarm systems
new gate in fence, street cut and driveway for fire department access
delivery, leveling & anchoring of portables by supplier
alarm system installation-fire & security
phone and data connections

requirements for bathroom unit

electric installation as above
installation of sewer lateral in public right of way
onsite sewer lateral work
installation of water, underground, from suitable existing location
delivery, leveling and anchoring of bathroom unit by supplier
repair sidewalks consequent to utility connections
connect subgrade utilities to modular bathroom
check heating at each portable unit
site waterfountain installation

Design & Construction of gymnasium structure

Gymnasium Structure

60 x 150

architecture & siting designs
structural and civil engineering plans
permit and plan review costs
excavation and construction of required foundation
subgrade installations for electric and water as required
cost of Sprung Structure manufacturing and delivery
site installation of structure
private inspection fees for California approval
site drainage work required
installation of lighting and electric distribution within building
installation of interior wall to 8' protecting fabric structure
installation of ramps and stairs as required for egress
installation of exterior and site lighting as required

LONGFELLOW &
CHILDREN'S CENTER
SITE NO. 826
SCALE 1" = 60'

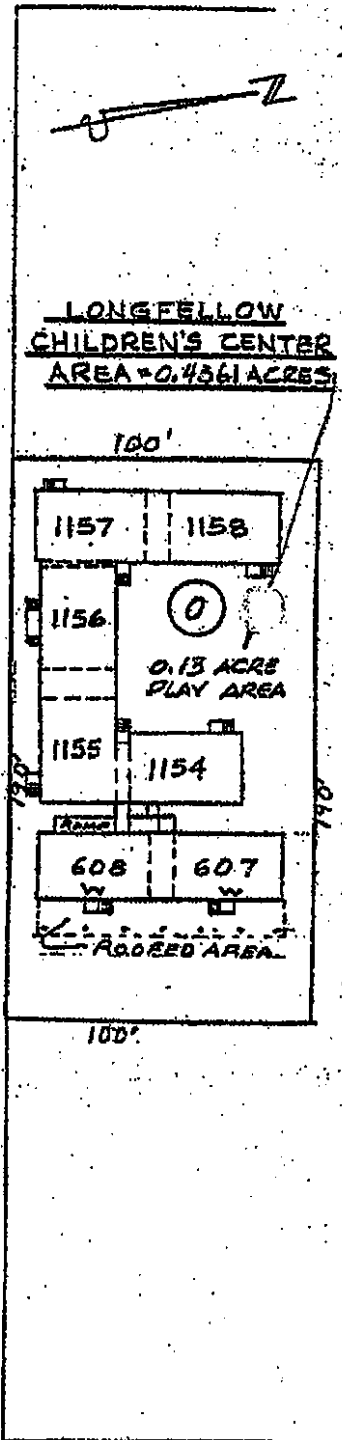
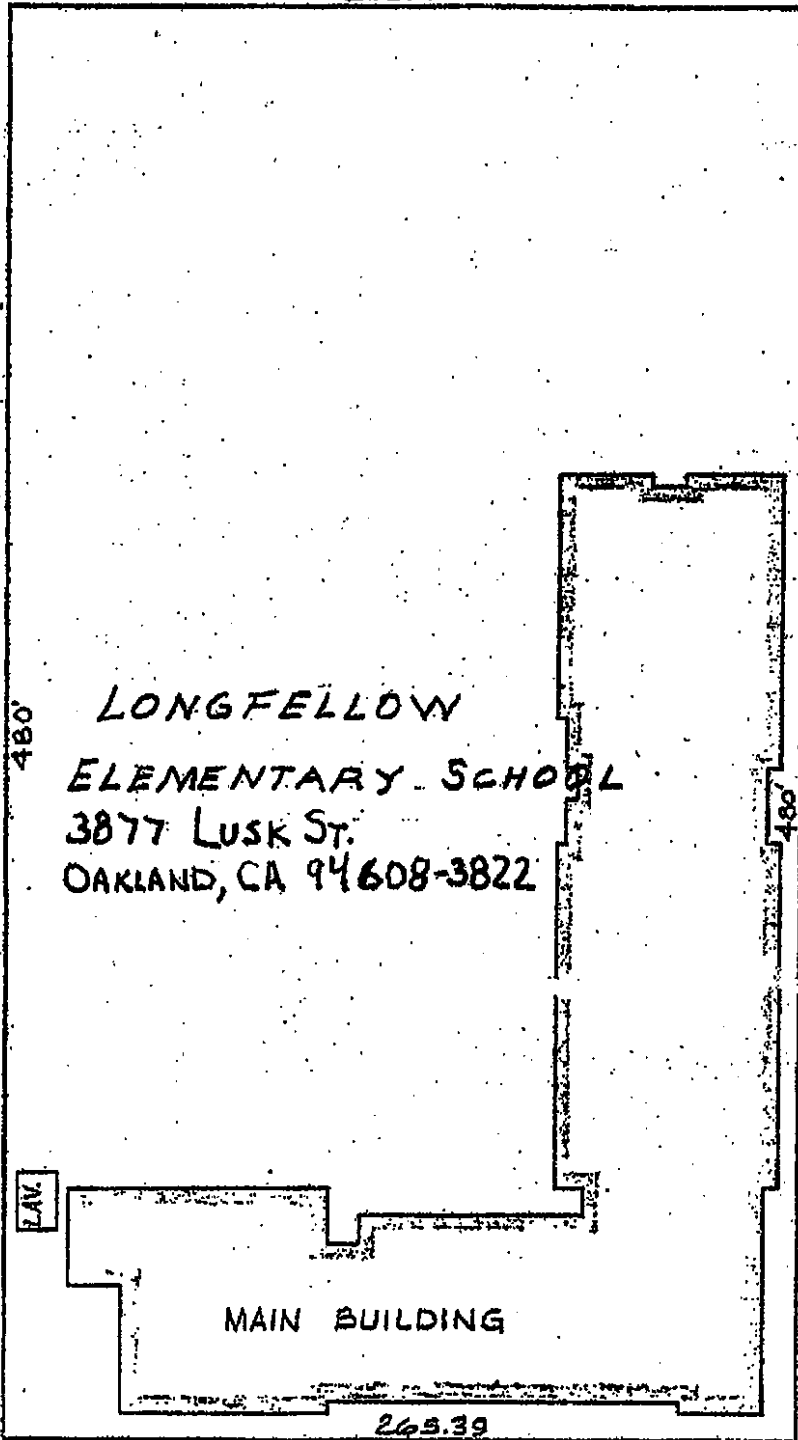
PAGE _____
JOB _____
DATE 5-77
BY J.A.E.

• DIAGRAM OF
CAMPUS

MARKET STREET

266.11

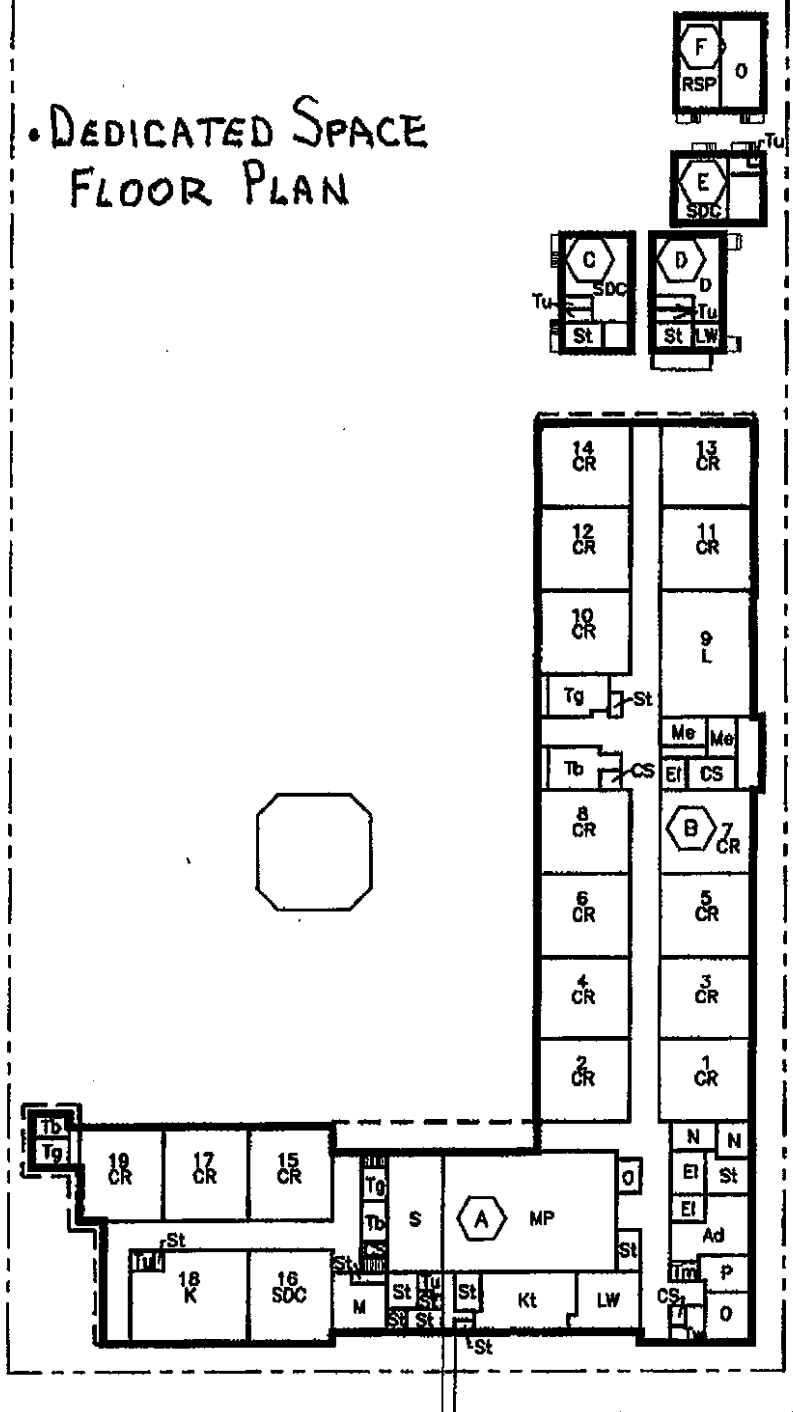
APGAR ST.



39 TH ST.

Attachment to OUSD-OMI
Letter of Agreement

• DEDICATED SPACE
FLOOR PLAN



① FIRST FLOOR PLAN
1" = 60'-0"



AME
40 SMITH ALLEY, SUITE 200
PASADENA, CALIFORNIA 91103
888-354-4080
626-356-3080 F
www.amefacility.com

OAKLAND UNIFIED SCHOOL DISTRICT

VILLAGE ACADEMY
3877 LUSK STREET
OAKLAND, CA 94608-3822
OAKLAND

DATE:	05/09/05
JOB NUMBER:	A-0303-01-1
SCALE:	1" = 60'-0"
SHEET:	6

Attachment to OUSD-OMI Letter of Agreement