

**REQUEST FOR QUALIFICATIONS & PROPOSAL (RFQP)
ASSET MANAGEMENT AND REAL PROPERTY SERVICES
RFQP#1920-01**

NOTICE IS HEREBY GIVEN that the Oakland Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide Asset Management and Real Property Services for assistance with property disposition, asset management support, real property support services supporting the District's revenue generation goals ("Project").

In consideration of the Bay Area Health order, the District is not requesting hard copy or bound submittals. Respondents to this RFQP should email an electronic copy, in pdf format, of their Statement of Qualifications and Proposals ("SOQ and Proposal"), as further described herein, to:

**JODY TALKINGTON, SR. DIRECTOR STRATEGIC PROJECTS
OAKLAND UNIFIED SCHOOL DISTRICT**

Jody.Talkington@ousd.org

ALL RESPONSES ARE DUE BY 2:00 P.M., ON MAY 13, 2020.

Mark subject line: "**Statement of Qualifications and Proposal for Asset Management and Real Property Services.**" Late submittals may not be accepted or considered. Whether a submission is late will be determined at the sole discretion of the District.

Each submittal must conform and be responsive to the requirements set forth in this RFQP.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

The District will hold a Pre-submission Conference at 10:00 a.m. on April 28, 2020. This will be an online conference using the District's Zoom Meeting platform. Log-in information will be provided prior to the date of the meeting to all firms receiving this RFQP and on the District's website.

If you have any questions regarding this RFQP email jody.talkington@ousd.org before 5:00 p.m. on May 4, 2020. The District may not respond, or answer questions submitted after this date and time. Answers will be posted on the District's website by 5:00 p.m. on May 7, 2020.

RFQP RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE
	Release and advertisement of RFQP #1920-01.	April 16, 2020
	Pre-Submission Conference—Zoom Online meeting	April 28, 2020 10:00 a.m.
	Deadline for submission of written questions to District concerning RFQP #1920-01.	May 4, 2020 5:00 p.m.
	District provides written responses to questions received	May 7, 2020 5:00 p.m.
	Deadline for all submissions in response to RFQP# 1920-01.	May 13, 2020 2:00 p.m.
	Interviews	TBD, anticipated
	Anticipated Board approval	June 2020

I. BACKGROUND AND OVERVIEW

The Oakland Unified School District's physical assets help provide safe, healthy, and appropriate learning environments for students in Oakland's public schools. The District's Board of Education has instituted several policies to ensure that we are first and foremost using District facilities for educational purposes for students. If a school facility or site is no longer needed for educational purposes for programming provided by the district, the District's Board of Education has confirmed that it is critical to consider the possibilities for maximizing revenue generation for the benefit of our students.

In 2018 Superintendent Kyla Johnson-Trammell and the Board of Education initiated a Community of Schools Citywide Plan process to focus the District on ensuring that Oakland neighborhoods each have a high quality, sustainable school offering the types of programs that our families want for their students. In order to achieve this goal, one of the key components of the planning effort was focused on the District's facilities. The Facilities Goals for the Citywide Plan were to provide a quality school in every neighborhood; identify a fiscally sound number of schools; and, generate revenue from surplus properties. The Citywide Plan process has been underway for the last two years, including focused analysis and community engagement to identify sites for action, including possible closure of some schools and consolidation of programs to create fewer, larger, more sustainable and better resourced programs across the city. This ongoing process is taking place within the context of Oakland's continuing budget shortfall, structural deficit and declining enrollment.

The District has a total of 108 facility sites. 76 of those sites have District TK-12 programs and Alternative Ed programs (some of the 76 sites are shared campuses). 32 of those sites have other uses such as charter schools, adult education programs, early childhood programs, administrative offices, warehouse spaces, central kitchen, and vacant properties. The District has a total of nine vacant sites, or portions of sites. We provide a map of all District properties as Attachment B to this RFQP.

One of the first groups of properties identified in the planning process were long-term vacant sites in the District. Starting in Summer 2019, the Board convened a Surplus Property Advisory Committee, a "7-11 Committee" charged with reviewing the following five specific vacant properties:

- 86 Echo Avenue (former Piedmont Child Development Center (CDC site)
- 58 61st Street (former Washington/Sankofa CDC site)
- 4551 Steele Street (former Tilden CDC site)
- 7980 Plymouth Street (former Webster CDC site)
- 2455 Church Street (former Edward Shands Adult Education Center site).

The 7-11 Committee completed its work with recommendations for surplus and reuse which were adopted by the District's Board of Education on January 22, 2020. Two properties were identified as surplus: Edward Shands, 2455 Church St.; and Tilden CDC, 4551 Steele St. Two of the sites -- Piedmont CDC, 86 Echo Ave. and Webster

CDC, 7980 Plymouth St. -- were recommended not to be surplus, but to be leased for community reuse. The Washington/Sankofa CDC site was dropped from consideration for the time being. One of the first tasks for an Asset Management/Real Property Services firm is to assist the District with the re-use process for each of these properties in accordance with Board direction and applicable Board Policies. Board Policy 7350 on Asset Management is provided as Attachment C to this RFQP.

In addition to these first properties, the District has identified a number of school sites and District properties which could be considered as part of a portfolio of properties that an Asset Management/Real Property Services firm might be assigned for assistance with re-use processes. They include Bond St. Annex; Golden Gate CDC; Grass Valley CDC; Brookfield CDC and Annex; 1025 2nd Avenue; Kaiser Elementary; Lakeview Elementary; High St. Warehouse. This list of properties is subject to change as the District continues implementing the Citywide Plan recommendations. Some properties may not be included, and other properties may be added at a future date.

This RFQP further defines the scope services sought from the professionals, firms, team and generally outlines the Project requirements.

A. LIMITATIONS

This RFQP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQP. The District reserves the right to add additional pre-qualified Respondents for consideration after distribution of this RFQP if it is found to be in the best interest of the District. The award of the contract pursuant to this RFQP, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQP.

SOQs and any other supporting materials submitted to the District in response to this RFQP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any SOQ.

B. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”), and minority and women business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQP. The District encourages diverse firms and teams to respond to this RFQP. No respondent shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability, in any consideration leading to the award of contract.

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQP and ending on the date of the award of the contract, no person, or entity responding to this RFQP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQP, the evaluation or selection process or the award of the contract(s) with any member of the District’s Governing Board (“Board”), Committee members, any member of the Citizens’ Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ.

D. POOL OF QUALIFIED APPLICANTS AND RECERTIFICATION

The District will maintain a pool of qualified Asset Management/Real Property Services firm applicants from the submissions as a part of this RFQP. The District may request qualified firms to provide specific services at any time. Firms shall maintain their qualification certifications on a bi-annual basis. Requests for recertification may be sent every two (2) years. Firms who do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District.

II. SCOPE OF SERVICES

The Scope of Services includes full Asset Management and Real Property services for the relevant District sites as referenced above, including the following:

- A) Evaluate properties for reuse in accordance with Education Code requirements and Board Policies, for example BP 7350 has direction to consider long-term leases over sale of properties;
 - 1) Support Community Engagement efforts, including meetings (both virtual and in-person), outreach to stakeholders through survey work, and development of summary expectations for community-supported reuse of sites;
 - a) Stakeholder outreach may include both school and community, City of Oakland, local agencies, community-based organizations, and other potentially interested site users
 - 2) Make recommendations regarding options for leasing, exchange, sale, or potential development opportunities consistent with Board policies;

- B) Provide property valuation services to assess the potential for revenue generation at each assigned site, or at other District sites, considering various scenarios;
 - 1) Prepare and update a matrix of assigned District sites with valuations under the identified re-use scenarios;
 - a) Include in the matrix a summary of potential costs to the District in order to execute property disposition options;

- C) Assist the District in engaging parties potentially interested in District properties;
 - 1) Provide transparent and open public processes to engage potential site users;
 - 2) Coordinate processes and seek firm proposals for property use or disposition in accordance with Board direction, Education Code requirements and Board Policies;
 - a) Assist the District with the preparation of required offerings and notifications for specific properties based upon anticipated use or disposition;
 - b) Provide analysis of proposals received for specific properties to ensure responsiveness;
 - c) Provide best value financial analysis of proposals received for specific properties;
 - d) Present confidential transaction information on options for specific properties to the Board as allowed by Education Code;
 - e) Assist in negotiating best value for the District in leases or other property dispositions;

- D) Assist the District with potential Workforce Housing projects;
 - 1) Prepare a guiding document to assist the District in considering Workforce Housing options;

- a) Prepare and survey District certificated and classified staff regarding interest in workforce housing generally, specific desired unit types, and options for potential housing;
 - b) Lead or support community engagement processes around Workforce Housing;
 - 2) Develop a process for implementing workforce housing options at selected sites;
 - a) Prepare feasibility studies, entitlement requirements, and options for workforce housing at specific sites;
 - b) Preparing scenarios for funding potential Workforce Housing projects at District sites, including leveraging the value of District properties;
 - 3) Prepare requests for development proposals for Workforce Housing at specific sites and assist in evaluating proposals;
- E) Develop and manage a database of properties with associated site and property information.
- 1) Coordinate with District's Research Assessment & Data office to add property valuation and reuse recommendations to the District's existing site database;
 - 2) Coordinate with Facilities Division and the Facilities Master Plan to ensure property valuation and reuse options are a part of the Facilities Master Plan document.

III. CONTRACTUAL REQUIREMENTS

Selected firm(s) must be able to execute the District's standard agreement. (A Copy of the District's Agreement for Professional Services is attached to this RFQP as Attachment "A.") Firms responding to this RFQP must acknowledge that they have reviewed these provisions of the agreement and must agree to the indemnity and insurance provisions contained in the District's standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard agreement.

Selected firm(s) must agree to the following language: "CONTRACTOR is able to meet its obligations and perform the work required pursuant to the Agreement in accordance with any shelter-in-place (or similar) order issued by local or state health authorities and with any social distancing (or similar) requirements."

IV. CONFLICT OF INTEREST

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

V. ASSIGNMENT

Any contract resulting from this RFQP and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

VI. STATEMENT OF QUALIFICATIONS

A. SUMMARY OF REQUIRED QUALIFICATIONS

Provide a summary of the firm/team's qualifications to provide the Scope of Services. Indicate areas of specific expertise in California K12 Public School asset management and real property services.

B. FORMAT REQUIREMENTS

Firms submitting SOQs in response to this RFQP must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed 25 (twenty-five) pages, not including the cover letter, table of contents, section dividers, resumes, samples of work, and fee proposal. Each SOQ shall include a Front Cover stating the following: "**Statement of Qualifications and Proposal for [FIRM NAME] for Asset Management and Real Property Services in Response to Oakland Unified School District's RFQP #1920-01**"

Submittals are to be submitted in pdf format as an email attachment.

At a future date selected firms will be requested to provide two (2) bound copies of the Statement of Qualifications for the District's files.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

C. SOQ CONTENT REQUIREMENTS

1) COVER LETTER (maximum of 1 page)

- (a) Provide a letter of introduction signed by an authorized officer of the company. If the company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- (b) Include a brief description of why your firm or team is well suited for, and can meet, the District's needs.
- (c) Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- (d) Respondents must include the following statement: "[INSERT COMPANY'S NAME] received a copy of the District's form of Independent Consultant Services Agreement ("Agreement") attached as Appendix "A" to the RFQP. [INSERT COMPANY'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to

contract with the District, [INSERT COMPANY'S NAME] has no objections to the use of the Agreement."

- (e) Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- (f) Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- (g) Respondent shall sign and add the following language: "By virtue of submission of this Statement of Qualifications, [INSERT COMPANY'S NAME] declares that all information provided is true and correct."

2) BUSINESS INFORMATION

- (a) Provide Company name and Address.
- (b) Telephone, Fax, Name and email of main contact.
- (c) Federal Tax I.D. Number.
- (d) License or Registration Numbers of key personnel.
- (e) Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- (f) A brief description and history of the firm, including the number of years the firm has been in business and date the firm was established under its given name.
- (g) Number of employees (licensed professionals, technical support.)
- (h) Location of office where the bulk of services solicited will be performed.
- (i) State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.
- (j) City of Oakland, Alameda County Small Local Business certifications.

3) PROJECT APPROACH AND RELEVANT QUALIFICATIONS

- (a) Describe your firm's approach to and experience with property valuation, understanding of opportunities and limitations on school district property re-use.
- (b) Describe your firm's experience with California K-12 public school site and facility disposition. Specifically provide examples of surplus and non-surplus developments.
- (c) Describe how your firm has worked with local communities and public agencies to seek compatible and community supported uses for school properties while maximizing revenue to school districts.
- (d) Describe your firm's experience with long-term property planning for school districts.
- (e) Describe your experience with building public-private partnerships to leverage funding opportunities for development.

- (f) How does your firm approach community engagement? Provide examples of work with previous districts.
- (g) Describe your experience with developing California K12 Public School District Workforce Housing.
- (h) Describe your experience with using Opportunity Zones as a part of the overall project funding and development models.

4) RELEVANT PROJECT EXPERIENCE AND REFERENCES

- a) Provide information about prior asset management and real property disposition services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 School Districts in California.
- b) Provide district name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- c) Property or projects name and location.
- d) Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- e) Key individuals of the firm involved and their roles in the project and any sub-consultants that worked with the firm.

5) PROJECT TEAM SUMMARY

- a) Identify key team members, including sub-consultants, and state their qualifications relevant to the requested scope of services and the scope of this project.
- b) Each SOQ must include evidence that the company is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in Oakland and the State of California.
- c) The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement on the District's projects.

6) LITIGATION HISTORY

- a) Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A SOQ failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

7) FEE PROPOSAL

- a) Include a fee proposal for the types of services requested. Fee proposal shall include hourly billing rates by position (proposed); a typical assigned property disposition staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The Schedule of Rates should identify proposed

reimbursables by category. Firms should also indicate if they utilize a fee structure, other than hourly rates, for specific projects and services requested. If so, include information and an example of alternative fee structures that the firm would utilize.

8) FORM OF AGREEMENT

- a) A form of the Agreement has been distributed with this RFQP as EXHIBIT "A." The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and selected firm, which any proposed changes to the form of Agreement will have to be identified prior to the interview phase as will be indicated by the District as changes will not be entertained after the selection process is complete.

9) APPENDIX

- a) Firm brochure/history/background, reprints, etc.
- b) Key team member resumes.
- c) Objections to District's form of agreement, reasonably described and including proposed change(s).

VII. SELECTION PROCESS

A Selection Committee will evaluate all submissions. Each SOQ must be complete. Incomplete SOQs will be considered non responsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's Committee will choose qualified firms to be interviewed and then potentially selected.

A. EVALUATION CRITERIA

The SOQ will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQP. In addition, firms/teams will be evaluated in the interview setting for a more detailed review of specific teams and project approach. The criteria and points assigned are as follows:

1) Firm Qualifications: Up to 20 points.

- a) Firm and team composition, professional licenses, work history and background.
- b) Timeliness of work and ability of the firm to meet scheduled deadlines.
- c) Accuracy of firm's revenue generation forecasts for specific projects based on examples provided.
- d) Current commitments and ability of the firm to handle several simultaneous projects.
- e) Capacity and commitment to provide identified specific services to the

client.

2) Project Approach: Up to 20 points.

- a) The firm's unique approach to providing specific identified services.
- b) Approach and demonstrated experience with community engagement.
- c) Property disposition approach to non-surplus school district properties.
- d) Property disposition approach to surplus school district properties.

3) Firm Experience: Up to 20 points.

- a. Firm experience in specific areas of the scope of services, for example property valuations, or Workforce Housing.
- b. Specific experience working with California K12 Public School Districts on asset management and real property
- c. Firm and team experience in working with District 7-11 Committees.
- d. Specific comparable experience with diverse communities in urban settings in California.

4) References: Up to 10 points.

- a) Satisfaction of previous clients (demonstrated positive client relationships), from references provided.

5) Fee Proposal and Rates for Services: Up to 10 points.

6) Interview: Up to 20 points.

- a) Interactions with and among firm/team members reflecting professional approach, qualifications, and experience.
- b) Presentation of specific project approach to a school district property disposition.
- c) Demonstrated understanding of Oakland Unified School District's specific needs.

B) INTERVIEWS

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District's selection committee to review the firm's qualifications and experience and other matters the committee deems relevant to its evaluation. Any comments or objections to the form of Agreement attached hereto as Attachment "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.

C) DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the

Selection Committee's discretion, firms may be asked to arrange a tour of a representative facility which they have been responsible for.

D) FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFQP for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any SOQ as non-responsive, and/or not to contract with any architectural services company for the services described herein. The District makes no representation that participation in the RFQP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ or proposal in response to this RFQP, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such a case, the successful firm(s) will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQP.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING WORK!

ATTACHMENT A
FORM OF AGREEMENT

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENT FOLLOWS]

**INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES
ASSET MANAGEMENT AND REAL PROPERTY SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Oakland Unified School District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 53060, authorizes the District to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the **Asset Management and Real Property Services** required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Asset Management and Real Property services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement
 Workers' Compensation Certification
 Fingerprinting/Criminal Background Investigation Certification
 Insurance Certificates and Endorsements
 W-9 Form
____ Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. _____

- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

4.2. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except identified and approved reimbursable expenses as follows:

5.1. _____.

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6.1. _____.

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by Consultant; or

12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification.

- 13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

- 14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.
17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this

Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

- 20.1. All site visits shall be arranged through the District;
 - 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **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.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Oakland Unified School District
1000 Broadway Suite 300
Oakland, CA
Email: _____
ATTN: _____

Consultant:

[NAME]

_____, CA 9____
Fax: _____
Email: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

- 26. **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 both Parties.
- 27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
- 28. **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.
- 29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. **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.
- 31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. **Attorney’s Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 33. **Tolling of District’s Claims.** Consultant agrees to toll all statutes of limitations for District’s assertion of claims against Consultant that arise out of, pertain to, or relate to contractors’ or subcontractors’ claims against District involving Consultant’s services under this Agreement, until the contractors’ or subcontractors’ claims are finally resolved.
- 34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No

provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. **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.

38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Oakland Unified School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is attached and included by reference, is **not** made part of this Agreement.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

X Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

ATTACHMENT B
MAP OF DISTRICT SITES

ATTACHMENT C
OUSD BOARD POLICY 7350

OAKLAND UNIFIED SCHOOL DISTRICT

Board Policy

BP 7350

Facilities

Physical Assets Management

I. Guiding Principle

The physical assets of the Oakland Unified School District shall be managed and maintained as a system to provide safe, secure, healthy, and technologically ready learning environments for students in Oakland's publicly funded schools in alignment with the District's Strategic Plan. To support the District's educational and operational functions, the District shall also use its properties to realize unrestricted revenue to support programs and services for District students.

II. Students for Whom the Oakland Unified School District Is Responsible

In the context of this Asset Management Policy, the Oakland Unified School District is responsible for:

1. Students enrolled in schools operated by the District, including students with special needs.
2. Students enrolled in charter schools authorized by the District.
3. Students enrolled in charter schools authorized by the County or the State.

III. Optimizing Use of District Properties

A. Issues Identified For Further Assessment and Study

1. Portables. The District has many portables being used as classrooms that are 30 years or older. A comprehensive plan is needed to determine if the older portables need to be removed and replaced.
2. Underutilized Facilities. The District currently has underutilized facilities. These underutilized spaces are distributed across the City. Improving facility utilization will enable the District to focus more resources on students and teachers, and less on administration, and generate unrestricted revenues that can be used to support school operations.
3. Classroom Loading. In order to develop a clear understanding of facility use, no later than December 11, 2013, the Superintendent is directed to generate a classroom loading model to define a recommended number of students per classroom for various OUSD

school programs.

B. Priority Order for Use of Properties

1. Provide technologically advanced learning and recreation space for general education and special education students and families enrolled in schools operated by the District.
2. Provide for temporary relocation of schools for major construction and modernization projects.
3. As acknowledged by Proposition 39 (2000), provide learning and recreation space for students enrolled in charter schools operating in the District, including the consideration of leases terms for charter schools that align with the term of charters and, at equitable rates, for those charters providing high quality options for Oakland children.
4. Provide quality operations and administration facilities to enable high performance by District staff.
5. To the extent that the District has excess capacity, the District shall make this space available at fair market value or otherwise reasonably negotiated rates in order to generate unrestricted general fund revenues to support programs and services for District programs, and cash reserves for long-term maintenance, equipment and capital facilities needs.

C. Considerations for Use of Properties

1. The District shall pursue long-term leases over sale of property unless otherwise directed after consultation with the Board of Education.
2. Specific to students with special needs, the District shall manage its properties in a manner that creates maximum opportunity to serve these students in Oakland schools, and in schools in relative proximity to students' homes.
3. Facility uses should consider the creation and maintenance of technology infrastructure.
4. Any entity entering into a lease agreement with the District shall demonstrate its commitment to helping the District achieve the goals of the District's Strategic Plan.
5. Agreements with outside entities, including charter schools and community-based organizations, shall include provisions to sustainably maintain facilities to accommodate the increased hours of use and numbers of users.
6. Agreements should include the daily and long-term maintenance of District properties by District Custodial Services employees, and additionally, agreements shall acknowledge that except where other arrangements are made and approved in advance by the District that are consistent with the law, and the District's Health and Wellness Policy, the District's Nutrition Services department is the food provider in facilities owned by the District.

IV. Best Use of Properties to House Core Administrative Services

1. There is significant value in housing core administrative functions in central locations. The District shall determine how it can best provide core administrative services from centrally accessible locations. The District shall determine whether it can enter into a

joint use agreement, joint powers authority, or other partnership agreement such as a public-private partnership to develop joint administrative functions. Such an arrangement may also include use of property for other purposes, including housing for District employees.

2. The District's warehousing and facility operations infrastructure should be upgraded. The District shall determine how it can upgrade the facilities that house these functions in a manner that is cost-neutral or revenue generating, if possible. This upgrade may include entering in a joint use agreement or other partnership agreement with other entities.

V. Using District Properties to Generate Unrestricted Revenues to Support Services and Programs for Students

1. Properties that are not being used to educate students, provide core administrative services, or leased by community-based partner organizations, shall be leased to other entities unless the Board of Education declares the property surplus and approves the sale of any such property.
2. Except as provided by law or in this policy, rental rates for non-OUSD facility users shall be based on the type of use and set at a rate that supports the generation of unrestricted general fund revenues to support programs and services for students and generate cash reserves for long-term maintenance, equipment, and capital facilities needs. No later than December 11, 2013, the Superintendent shall develop administrative guidelines establishing rates for non-OUSD facility users.

VI. Creation of Real Estate Manager Position

Creation of a Real Estate Manager position that will be responsible for strategic management and optimization of the District's real estate assets, property management, and information related to easements, assessments, encroachment, permits, leases, licenses, and developer fees. The Real Estate Manager should be the point of contact regarding the use of district facilities, including Proposition 39 facility use.

8/14/13