



April 29, 2019

Sonali Murarka  
Office of Charter Schools  
Oakland Unified School District  
1000 Broadway, Suite 639  
Oakland, CA 94607

***Re:           Urban Montessori  
              Response to District's Final Offer  
              Proposition 39 2019-2020***

Dear Ms. Murarka:

Urban Montessori ("Urban Montessori" or "Charter School") is in receipt of the Oakland Unified School District's ("District") April 1, 2019 letter ("Final Offer") regarding Urban Montessori's request for facilities under Proposition 39 ("Prop. 39") for the 2019-2020 school year.

The District's revised Final Offer is for a total of nine (9) teaching stations on the Sherman Campus, as well as shared use of the non-teaching station space at Sherman, though no specific updated percentage of shared use is provided.

Section 11969.9(i) of the Prop. 39 Implementing Regulations (the "Implementing Regulations") requires the Charter School to notify the District whether or not the Charter School intends to occupy the offered space. Accordingly, despite the deficiencies in the Final Offer (which are identified herein to the extent practicable, with all rights reserved) and as set forth in the response to the Preliminary Offer ("Response"), which is incorporated here by reference, the Charter School accepts and intends to occupy the offered space, without acknowledging its sufficiency under applicable local, state, or federal law and without waiving any of its legal rights under applicable local, state, or federal law, including Proposition 39 rights and remedies except as previously agreed by the parties.

For all the reasons enumerated in the Response, Urban Montessori does not believe the District may separately charge it for custodial services or utilities for the site, and even if

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for purposes of argument it does agree to separate charges, it is not appropriate for these costs to be based on a proportion of ADA at the site. Instead, it should be based on the actual amount of space occupied by Urban Montessori on the site, as this more accurately reflects the amount of utilities consumed by each program. Further, if Urban Montessori agrees to use the District's custodial services at its discretion, the District's total custodial costs should be included in the pro rata share calculation (not charged separately on an FTE basis).

In addition, Urban Montessori and Melrose Language Academy still need to negotiate a shared use schedule for the site. The pro rata share calculation will need to be revised to reflect Urban Montessori's actual usage on the site.

Prop. 39 requires the pro rata share to be based on "actual facilities costs in the year preceding the fiscal year in which facilities are provided" (5 CCR Section 11969.7(d)); as the current pro rata share is based on 18-19 "working budget," please confirm it will be updated once the 18-19 budget is final.

Lastly, while the majority of the Facilities Use Agreement is acceptable to Urban Montessori, there are a few small items that need to be addressed:

1. **Section 1.7:** This section is a new addition to the FUA and has never existed in a District FUA before, and Urban Montessori does not agree to this language (nor does it agree to the language placing a grade range restriction on Urban Montessori outside the grade ranges served by the school). Once the space has been allocated, Urban Montessori can use it for whichever students, and in whatever grade configuration it deems necessary for its program. Prop. 39 does not allow the District to take space away from the Charter School once that space has been offered by the District and accepted. This section is also not consistent with the definition of overallocation in the Prop. 39 regulations, which is based on the school's total in-District ADA at P-2, not the in-District ADA accommodated on the site.
2. **Section 3:** The FUA proposes monthly payments, yet the Final Offer proposes quarterly payments. Please clarify which is correct.
3. **Section 8:** The District carves out a limitation on Urban Montessori using the Site related to joint use agreements that were "entered into between the District and a third party prior to January 1 of the school year to the Term." The District has provided no other information as to whether such a Joint Use Agreement exists

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at the Site. Without knowing this information, and how this will affect Urban Montessori's access to the Site, Urban Montessori cannot agree to this provision.

4. **Section 10:** Given how this section has been changed, the District needs to provide some assurance or warranty in the FUA that the Site can be used as a public school facility.
5. **Section 18:** This section should also apply to the District.
6. **Section 22:** this section currently states that Urban Montessori can only install "an onsite sign" on the campus. As in the past and currently, Urban Montessori has been able to install more than one sign on the campus, given the size of the campus, and as later in the section there is a reference to "signs" (plural), Urban Montessori assumes that it was not the District's intent to limit its signage ability to a single sign on campus.

Urban Montessori looks forward to the opportunity to finalize these matters with the District moving forward.



Taima Beyah  
Director of Operations

Cc: Sarah Kollman, Young, Minney & Corr, LLP  
Urban Montessori Board Members