

AGREEMENT FOR EXTENSION OF PROPOSITION 39 TIMELINE

This Agreement for Extension of Proposition 39 Timeline (this “Agreement”) is entered into as of March 19, 2020 by and between Urban Montessori, a California nonprofit public benefit corporation operating Urban Montessori Charter School (“UMCS”), and the Oakland Unified School District (“District”), (collectively the “Parties” and each a “Party”), with respect to the following facts:

A. UMCS timely submitted a request for facilities on or before November 1, 2019 pursuant to California Education Code Section 47614 (“Proposition 39”) and California Code of Regulations, Title 5, Section 11969.1 *et seq.* (“Regulations”);

B. The District made a preliminary proposal that UMCS would be provided use of the Tilden/John Swett site, subject to availability conditions that cannot be known with certainty until after the Proposition 39 process outlined in the Regulations is complete.

C. The District is required to submit a final notification of the space offered to UMCS on or before April 1, 2020 in accordance with Regulations Section 11969.9(h).

D. There may exist a dispute concerning the District’s compliance with Proposition 39 and/or the Regulations. This Agreement in no way waives or affects either Party’s rights in that regard. The Parties are exploring options that might fully resolve any dispute. Meanwhile, the Parties seek to enter into this Agreement to provide the District an extension to issue its final notification after the District’s Board of Education meeting on April 7, 2020, as described below.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Extension for District Final Notification. The District shall provide to UMCS no later than April 8, 2020, the final notification of facilities for the 2020-2021 schoolyear required by Regulations Section 11969.9(h), which upon District Board approval shall: (1) allocate UMCS the space at the Tilden/John Swett campus substantially described in the District’s January 31, 2020 preliminary facilities offer; and, (b) provide an alternative allocation for contingent, equivalent space at another site that is mutually agreed upon by the Parties in the event the Tilden/John Swett is unavailable due to its continued use by the current occupant charter school.

2. UMCS Response. UMCS shall provide to the District the notice required by Regulations Section 11969.9(i) in accordance with the thirty (30) day timeline set forth therein. In the event UMCS has concerns or counter-proposals with regard to the alternative location and space offered, the District shall consider those concerns and counter-proposals in good faith, and may adjust the alternative allocation accordingly.

3. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all other oral or written agreements, representations, and understandings. The Parties agree the above recitals are true and correct. This Agreement may only be modified by a writing signed by the Parties.

4. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities.

5. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts together shall constitute one agreement. This Agreement may be signed and transmitted by facsimile, PDF, e-mail, DocuSign, scanned, or similar electronic means with the same validity as if it were an ink-signed document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date above.

Urban Montessori Charter School



By: Krishna Feeney

Its: Head of School

Date: March 19, 2020

Oakland Unified School District



By: Sonali Murarka

Its: Director, Office of Charter Schools

Date: March 20, 2020