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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Monica Thomas, Deputy Chief of Continuous School Improvement
Jenine Lindsey, General Counsel

Board Meeting Date May 28, 2025

Subject Memorandum of Understanding between Urban Montessori Non-Profit and OUSD **(Revised)**

Action Approve the proposed Memorandum of Understanding between Urban Montessori Charter School and Oakland Unified School District.

Background Urban Montessori Charter School (UMCS) is a county-authorized charter school in Oakland that opened in 2012. The school has offered its students a Montessori education, characterized by individualized and self-directed learning in multi-age classrooms.

In January 2025, the Alameda County Board of Education denied UMCS's petition for charter renewal. In anticipation of UMCS's closure on June 30, 2025, the UMCS leadership team and OUSD have been in conversation for the past several months about how Montessori instruction could be brought into the District as a way to continue to provide a Montessori option to UMCS families and bring innovation to OUSD.

Discussion UMCS and OUSD staff have negotiated the attached Memorandum of Understanding ("MOU"), which brings UMCS's Montessori program within Brookfield Elementary School. This represents a unique way for a traditional school district and charter school to partner. The MOU designates this upcoming school year (2025-26) as a "design year" during which time families and staff from both UMCS and Brookfield work together to explore how to design a vision for a sustainable public Montessori option at Brookfield.

Under the MOU, students from UMCS will be enrolled in the Montessori program within Brookfield, under the Brookfield CDS code. Montessori program staff at Brookfield will be employees of the District. All decisions

affecting the Montessori program at Brookfield typically made by the OUSD Board will continue to be made by the OUSD Board.

Brookfield staff and families have had multiple opportunities, beginning in February 2025, to learn about UMCS and Montessori instruction, and share their feedback about bringing a Montessori program to Brookfield. The Brookfield Design Team members visited UMCS and observed Montessori instruction in February, and in March the leader of UMCS attended Brookfield Tea with the Principal to share with Brookfield families about the Montessori model and answer questions. Design Team members then surveyed Brookfield families about the opportunity to bring Montessori instruction to Brookfield, and 87% of the 48 Brookfield respondents reported that they were very interested (55%) or somewhat interested (32%) in Montessori.

Simultaneously, UMCS families and staff visited Brookfield, where they toured the campus, met the school leaders, and had opportunities to ask questions. When they were then surveyed in March about whether they would attend a Montessori program at Brookfield in 2025-26, Families of 73 students responded yes, and families of 44 students responded maybe.

Some features of the attached MOU:

- OUSD is committing to provide an office space and likely three (3) classrooms for the Montessori program at Brookfield.
- OUSD is committing to funding certain staff for the Montessori program at Brookfield commensurate with their enrollment, likely 3.0 FTE teachers and a 2.4 FTE Instructional Support Specialists.
- While UMCS currently serves students in grades TK-8th, only students in grades TK-5th will be enrolled in the Montessori program at Brookfield in 2025-26.
- OUSD is committing to paying for a 0.5 FTE to lead the Montessori program on a day-to-day basis. This position will serve in a role similar to a school principal. UMCS will fund the other 0.5 FTE.
- By March 30, 2026 the Design Team will present to the OUSD Board of Education its recommendations for the program at Brookfield, including: program, curriculum, staffing, governance, and financial analysis.

Fiscal Impact

Estimated positive fiscal impact due to approximately 75 additional students enrolled in OUSD, less the costs for staffing.

Attachment

Memorandum of Understanding between Urban Montessori Charter School and Oakland Unified School District

**MEMORANDUM OF UNDERSTANDING BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
Urban Montessori Charter School**

This Memorandum of Understanding (“Agreement”) is effective as of May 28, 2025, (“Effective Date”) by and between the Oakland Unified School District (“District”) and Urban Montessori (“Non-Profit” or “UM”), a California nonprofit public benefit corporation. The District and the Non Profit are collectively referred to as the “Parties.” This Agreement shall be enforceable only upon approval by the governing boards of each of the Parties unless otherwise noted.

RECITALS

- A. The Non-Profit operates a public charter school, Urban Montessori Charter School (the “Charter School”). The Charter School was initially authorized by Alameda County Office of Education (“ACOE”) in 2012 for a term of five years. The charter was renewed by ACOE in 2017. Since 2020, the Charter School operated at the District-owned facility located at 4551 Steele Street, Oakland, CA 94619 (“Facility”), and enrolled students in grades K-8.
- B. In anticipation of the Charter School’s closure, the Parties wish to work together to ensure that the students being served by the Charter School during the 2024-2025 school year will continue to be served with similar programmatic offerings, including Montessori classroom instruction, during the 2025-2026 school year at a District school.
- D. The Parties also intend to evaluate the feasibility and appropriateness of continuing these similar programmatic offerings beyond the 2025-2026 school year and, thereby, intend to create a local “Design Team,” defined herein, to advise the Parties on the feasibility and appropriateness of continuing these similar programmatic offerings, in one form or another, beyond the 2025-2026 school year.
- E. The Parties acknowledge that their commitments and obligations, as articulated in this Agreement, are fully enforceable as a binding agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Non-Profit and the District, separately and together, do hereby agree as follows:

- 1. **Recitals.** The Recitals set forth above are incorporated herein and made part of this Agreement.
- 2. **Term.** This Agreement shall commence on July 1, 2025 or on the date upon which it is approved by the governing boards of each of the Parties, whichever is later, and shall expire on June 30, 2026. This term shall be referred to as the “Design Year.”

3. **Designation of School.** The program contemplated in this Agreement shall be referred to as “The Program at Brookfield Elementary School” or “The Program,” and will be a program of the District.
4. **Vacating Facility.** The Charter School shall vacate the Facility pursuant to the terms of the existing facilities use agreement between the Parties, incorporated herein by reference and as amended by this Agreement, no later than August 15, 2025, unless otherwise mutually agreed upon by both Parties. The Program shall operate at Brookfield Elementary School, 401 Jones Avenue, Oakland, CA 94605 (“Brookfield”) for the 2025-2026 school year and shall be part of Brookfield, with students to be enrolled at Brookfield. The Program shall occupy one (1) office space and shall receive three (3) classrooms at Brookfield based on a projected enrollment of 75 students. If the projected enrollment is significantly above (e.g., 100 students) or significantly below (e.g., 50 students), the Parties shall work together in good faith to determine a different allocation of classrooms. The District shall also provide sufficient storage space for Program equipment and supplies. Program students will also have equitable access to all common spaces (e.g. library, multi-purpose room, playgrounds) and equipment at Brookfield.
5. **The Program.** The Parties shall work together in good faith to ensure that the students who were served by the Charter School during the 2024-2025 school year will continue to be served with similar programmatic offerings during the 2025-2026 school year.
 - a. Grades and Focus. The Program shall consist of instruction for students in Transitional Kindergarten through 5th grade, focused on delivering Montessori instruction. Subject to subparagraph “f,” below, Charter School programs that existed in the 2024-2025 school year, including, but not limited to, Montessori instruction in all subjects, may continue to operate as part of the Program. The Non-Profit shall reimburse the District for any personnel costs incurred by offering the programs above and are beyond the personnel costs for the staff identified in Paragraph 7, below. There is no guarantee that these programs will continue at the campus for school year 2026-2027 and beyond.
 - b. The Program Leader. The Program shall be supervised on a day-to-day basis by the Program Leader, under the oversight, supervision, and direction of a District Network Superintendent. The Program Leader shall have the same duties and responsibilities for the Program as an elementary school principal has for an elementary school in the District. The Program Leader shall be an employee of the District, and shall be responsible for implementing and supervising the day-to-day operations of the Program.

The Program Leader shall work with the Brookfield School Site Council and Instructional Leadership Team, the Program’s staff, the Brookfield Principal, the Brookfield staff, the District administration, and the community to ensure the Program is appropriately implemented.

If the District employs the individual who was Head of School of the Charter School for 2024-2025 as the Program Leader, the Non-Profit shall pay to the District one-half of the cost of the salary of the Program Leader for one school year while

the District will pay for the remainder of the total compensation (i.e. salary and benefits). The Non-Profit shall make this payment to the District no later than September 1, 2025, unless a later date is agreed to in writing by both Parties. If the individual who was Head of School of the Charter School for 2024-2025 is not hired as the Program Leader, the Non-Profit shall not be obligated to make such a payment and the District shall be responsible for all of the cost of the total compensation of the Program Leader.

The District possesses full discretion over the hiring decision for the Program Leader and the Parties recognize the District shall make the hiring decision for the Program Leader consistent with all state laws, District policies, and applicable bargaining agreements. The District shall consult with the employees of the Non-Profit in making this hiring decision.

The Program Leader, the Non-Profit, and the District Network Superintendent shall work together in good faith to determine an appropriate evaluation system for the Program Leader that brings together elements of the District's Leadership Framework and the Non-Profit's Head of School Evaluation Framework to the extent permitted under state law, District policies, and applicable bargaining agreements.

- c. School Site Council. The Composition of the School Site Council shall be as prescribed by the California Education Code with representation from both programs. During the term of this Agreement, the Brookfield School Site Council shall consult with the Design Team as discussed later in this Agreement.
- d. Program Recommendations. The Non-Profit shall provide recommendations to the District regarding the operation of the Program (e.g., school structuring and scheduling, hiring staff, staffing levels, professional development, curriculum, assessments, instructional strategies, research and development activities, and student support services), but the District retains ultimate authority over all operation of the Program. All matters typically brought to the District Governing Board for discussion or approval, such as contracts with outside vendors paid for by District funds, shall be brought to the District Governing Board for the Program. The Program shall be operated in a manner consistent with state law, District policies, and applicable collective bargaining unit agreements.
- e. Curriculum. The Non-Profit may recommend a curriculum for the Program and shall present any recommended curriculum, in writing, to the District no later than July 15, 2025. To the extent that the approved curriculum does not align with the District's current curriculum offerings, the Non-Profit shall be responsible for providing the materials for the students and completing the necessary documentation so that the District can submit any necessary curriculum waiver. Any failure to properly or timely complete the necessary documentation may delay the implementation of that curriculum. The Program will implement the District curriculum for English Language Arts and English Language Development as well as adhere to the assessment calendar for the District.
- f. Professional Development. The Non-Profit agrees to provide professional development to Brookfield Staff who seek to work towards a certified Montessori

Credential. While the cost of the professional development will be provided by the Non-Profit, if staff are to work during non-contracted hours, the District will compensate staff as specified in applicable collective bargaining unit agreement.

- g. Calendar. The Program will use the same school calendar as the District.
- h. Student Information System. The District shall be responsible for CALPADS reporting for all students enrolled in the Program. Program staff shall be responsible for the same best practices for data entry in the District's Student Information System (Aeries) as all similar District staff are responsible for. Program staff shall maintain enrollment, attendance, discipline, master schedule, and 504 plan information, consistent with CALPADS reporting requirements, in Aeries.

6. Program Students.

- a. Program Enrollment. The projected enrollment for the Program for 2025-2026 is approximately 75 students. Students seeking to enroll in the Program shall comply with the District's enrollment process and protocols. The Non-Profit shall provide the District, in writing, with a list of the names of students being served by the Charter School during the 2024-2025 school year who have expressed interest in continued enrollment with the Program for the 2025-2026 year ("Charter Students"). Charter Students shall have enrollment priority in the Program over all other District students.
- b. Student Discipline. Students enrolled in the Program ("Program Students") are District students, and therefore shall be subject to the student discipline and restorative justice policies and procedures of the District. The Program Leader or his/her/their designee shall manage all student discipline for the Program consistent with such policies and procedures.
- c. Special Education. The District's Special Education Local Plan Area ("SELPA") shall provide services to Program Students according to their Individualized Education Programs and in alignment with how all District students are supported. The Program Leader or their designee shall oversee special education at the Program in a manner similar to all District principals and will serve as the required site administrator at all Individualized Education Program ("IEP") team meetings.
- d. Interim Assessments. Students enrolled in the Program shall be administered a nationally normed and/or externally validated interim assessment twice a year for students in all grades. If the Program chooses to use the same interim assessments used by the District, the Program shall have access to those assessments at no cost.
- e. Custodial Services. The District shall provide custodial services for all spaces used by the Program in the same manner it provides custodial services to other Brookfield classrooms.
- f. Food Services. The District shall provide food services to Program students in the same manner as other Brookfield students receive food services.

- g. Transportation Services. The District shall provide transportation services to Program students in the same manner other Brookfield students receive transportation services or as specified in Individual Education Programs.
- h. Health Services. The District shall provide physical and mental health services (e.g. school nurse, counselors) to Program Students in the same manner as other Brookfield students receive physical and mental health services.
- i. Student Safety. The District shall provide measures to ensure the safety of Program Students in the same manner as other Brookfield students receive the same.

7. Program Staffing.

- a. Hiring of Charter School Employees. The District intends to hire Charter School employees employed by the Charter School in 2024-2025 as Program staff. Any hiring shall be consistent with all state laws, District policies, and applicable collective bargaining agreements. Upon ratification of this Agreement, the District shall consult with the Non-Profit regarding the District's selection, hiring and processing of employees who are currently employed by the Charter School. The final number of Charter School employees hired to provide instruction in the Program shall be determined by the Program's actual enrollment on the Census Day, consistent with the District staffing formula applied to all District schools and any additional financial support that Non-Profit agrees to provide to the District. Assuming the Program enrolls near the expected 75 students, and that those students are relatively evenly distributed among grade levels, the District would fund 3 full time equivalent ("FTE") teachers and 2.4 FTE support staff (3 positions .80 FTE each) for the Program. (A draft example formulation is attached to this Agreement, which includes estimated staffing for all of Brookfield, including the Program, based on projected enrollment of 75 Program Students.) The District shall have final approval of all hiring decisions and employment classifications of these employees, consistent with all state laws, District policies, and applicable bargaining agreements. Program staff must have the qualifications, credentials, and licensures required by the District. The Parties shall work together, in good faith, to implement this process. The District is under no obligation to hire any or all Charter School employees. All hiring shall be at the sole discretion of the District, and subject to District budgetary constraints and staffing formulas. No promise of continued employment is made or implied by this Agreement.
- b. Program Staff. Consistent with all applicable bargaining agreements, Program staff shall be District employees and shall be eligible for membership in the applicable bargaining units. The Non-Profit shall not be deemed the exclusive public school employer of the employees of the Program for purposes of the Educational Employment Relations Act. Consistent with Section 10, the Non-Profit may retain the services of independent contractors to supplement programming offered by the Program.

8. Supplies, Furniture, and Equipment.

- a. **Ownership.** Supplies, instructional materials, furniture, and equipment previously purchased by the Charter School or the Non-Profit shall be considered property of the Non-Profit. The District has full discretion to utilize and distribute District property as it sees fit. Supplies, instructional materials, furniture, and equipment previously purchased by the Charter School or the Non-Profit without the District's credit shall be considered property of the Non-Profit, and shall not be moved or redistributed by the District. By June 1, 2026 or by any effective termination date, whichever is earlier, the Non-Profit shall provide the District with a written inventory of all supplies, furniture, and equipment over which it seeks to retain ownership. Unless otherwise agreed to by the Parties in writing, the Non-Profit shall be responsible for removing all such supplies, furniture, and equipment from District property no later than July 31, 2026, or within 15 days of termination if this Agreement is terminated early, whichever is sooner. All supplies, instructional materials, furniture, and equipment not removed in this time frame shall be deemed surrendered to the District for use in OUSD Montessori classrooms unless otherwise prohibited by law or agreed to in writing between the Parties.
 - b. **Moving Costs.** The District will facilitate moving the Charter School's supplies, instructional materials, furniture, and equipment to the Program's location at Brookfield Elementary School. Immediate program needs to outfit the three classrooms for the start of the 2025-2026 school year will be prioritized in moving the Charter School's supplies while the remaining items will be moved to Brookfield Elementary School or another OUSD facility by August 2025 and stored in up to 6 additional classrooms. The District assumes no responsibility for damage, delay, or loss of Charter School property during this process due to the negligence of the Charter School.
9. **Fiscal Relationship.** The Brookfield Elementary School's overall budget allocation shall include a budget for the Program. The District shall have final say over the appropriate allocation of funds to support the Program, but the money included in the Brookfield Elementary School's overall budget allocation for the Program shall be sufficient to cover core staffing costs (less any contribution the Non-Profit is required to make for the Program Leader), special education staffing, health services staffing, nutrition services, custodial services, Human Resources/payroll (including substitute teacher staffing per the District's standard practice for covering vacancies), and any other District provided services that are provided to all District schools/students. Any federal funds from ESSA/CSI (Every Student Succeeds Act/Continuous School Improvement) for which the Program was eligible based on the 2024-2025 school year shall, to the extent the Program remains eligible and funding is received by the District on behalf of the Program in 2025-2026, be allocated to the Program's budget for its use and shall not have an impact on the budget allocation from the District for the Program.
10. **External Funding.** Nothing in this Agreement shall prohibit or prevent the Non-Profit from soliciting and holding money to support the Program. All external funding expended by the NON-Profit to benefit the Program shall be consistent with state and federal law, District policies and practices, and shall be used consistent with the purpose under which they were given. The Non-Profit shall be solely responsible for collecting and maintaining these funds.

Contractor and Vendor Oversight. Any use of external funds to contract with independent contractors or vendors to support the Program must be approved by the District. The Non-Profit shall not engage contractors, consultants, or vendors to provide services on District property or to District students without prior written approval from the District. All such vendors must comply with fingerprinting, TB testing, and other legal and District policy requirements.

11. **Design Team.** No later than August 31, 2025, the Parties shall create the “Design Team.” The objective of the Design Team is to monitor and evaluate the efficacy of the Program during the 2025-2026 school year, brainstorm and collaborate on possible ways to improve the Program moving forward, and evaluate whether continuation of the Program, or something similar, can feasibly, appropriately and responsibly be continued into the 2026-2027 school year and beyond.

- a. Membership. The Design Team shall consist of equal membership from Brookfield and the Program. The Design Team shall consist of five (5) members from the Program, five (5) members from Brookfield (which may include up to two (2) OEA designees) and three (3) members designated by the Superintendent. The five (5) members from the Program shall include the Program Leader, two parents/guardians, and two school staff members. On a quarterly basis, the composition shall be assessed and adjusted so that membership is consistently equal.

- b. Meetings. The Design Team shall hold regular meetings, which are intended to provide collaborative time to design and shape a possible future program into the 2026-2027 school year and beyond. Such regular meetings may include walk-throughs of the Program’s classrooms, alongside designated District staff.

- c. Final Report. No later than March 30, 2026, the Design Team shall present a written report to the Superintendent, detailing, at a minimum: (1) the Design Team’s review of the long-term financial stability of the Program, (2) the Design Team’s review of the governance structure of the Program; (3) a proposed plan for the merged schools’ program, or something substantially similar for the following school year, including a financial analysis, a proposed curriculum, and a proposed staffing plan, and (4) a discussion of the feasibility of implementing the proposed plan.

- d. Report Review. The Superintendent shall review the Final Report and shall determine what next steps to take, if any, based on the Final Report’s recommendations. The District retains the authority to decide whether to continue the Program, in whatever form, into the 2026-2027 school year.

- e. Process for Principal Selection. Process for Principal Selection. The Program Leader and Brookfield Principal will operate as co-principals/co-site leaders during the 2025-2026. A single principal will be identified for the school year 2026-2027. This process will follow previous District processes for selecting a merger/design leader and will commence no later than January 2026.

13. **Termination.** Either Party may terminate this Agreement with thirty (30) days of written notice

an to the other Party. This written notice can be received no later than July 15, 2025, unless extension is mutually agreed upon in writing by both parties.

Notwithstanding any other language in this Section or in this Agreement, the Non-Profit or the District may terminate this Agreement for any reason, with immediate effect, upon written notification, on or before July 15, 2025, unless an extension is mutually agreed upon in writing by the Non-Profit and the District Superintendent or designee.

Any payments by one party to the other made prior to the effective date of termination need not be returned, repaid, or otherwise undone. If this Agreement is terminated, both Parties shall work together in good faith to support the transition of students and staff from the Program.

14. **Insurance and Risk Management.**

a. Tail Coverage.

i. Non-Profit shall be responsible for obtaining tail coverage for its professional liability insurance. Tail coverage shall be obtained for all liabilities arising out of actions or inactions that occurred prior to July 1, 2025 that are covered by its current professional liability insurance. This coverage shall be provided through June 30, 2026. Non-Profit shall obtain an endorsement with the purchased tail coverage naming District as the “Parent Company” for the duration of the tail coverage. Non-Profit shall be responsible for all costs associated with obtaining tail coverage.

ii. Non-Profit shall also be responsible for obtaining tail coverage for sexual abuse liability arising out of actions or inactions that occurred prior to July 1, 2025 that are adjudicated, with limits of not less than \$1,000,000.00 per occurrence. This coverage shall be provided through June 30, 2026. Non-Profit shall obtain an endorsement with the purchased tail coverage naming District as an “additional insured” or “additional covered party” for the duration of the tail coverage. Non-Profit shall be responsible for all costs associated with obtaining tail coverage for sexual abuse liability.

b. Subrogation. Non-Profit agrees to waive all rights of subrogation against the District, its Governing Board and Governing members, officers, officials, agents, volunteers, and employees for any and all claims of bodily and personal injury arising out of or losses paid under the terms of the insurance policies identified in this Agreement. Nothing herein shall vary, alter, or extend any provision or condition of the insurance policies identified in this section.

- c. Representations/Warranties. The Non-Profit hereby represents to the District that any pending or potential claims or incidents arising under the Non-Profit's or the Charter School's insurance policies as of the effective date of this Agreement are listed in Exhibit A. The Non-Profit further represents that it has no actual or constructive knowledge of any other pending or potential claims or incidents arising under the Non-Profit's or the Charter School's insurance policies as of the effective date of this Agreement. Should Non-Profit become aware of any potential claims arising under the Non-Profit's or the Charter School's insurance policies identified in this Agreement predicated upon claims or incidents made against the Charter or the Non-Profit through and including Date of Execution of this Agreement, Non-Profit shall provide written notice to District within five (5) business days of learning about the claim or incident; failure to do so shall represent a material breach of this Agreement.
15. **Charter School Closure.** Alameda County Board of Education was the chartering authority for Urban Montessori Charter School. As such, Urban Montessori Charter School agrees to follow school closure procedures outlined by ACOE. The Non-Profit shall immediately commence closure procedures for the Charter School, as identified in the charter for the Charter School, Education Code section 47605, as well as California Code of Regulations, Title 5 (5 CCR), section 11962, including but not limited to providing notice to the relevant agencies and community members, transferring records as appropriate, completing the financial close out audit, and following procedures for disposition of liabilities and assets. Any remaining assets of the Charter School shall be retained by the Non-Profit. All intellectual property including, but not limited to, curricular materials, instructional methods, and pedagogies developed by the Charter School or the Non-Profit shall remain the property of the Non-Profit. The Charter School closure procedures shall be completed in full, including full completion of the close out audit, no later than January 1, 2026.
16. **Non-Profit Responsibilities and Dissolution.** The Non-Profit shall be responsible for completing the Charter School closure procedures identified above. The Non-Profit shall have no authority over the operation of the Program, except as set forth herein and other than to seek enforcement of the terms of this Agreement, if necessary.
17. **Indemnification.** The Non-Profit shall promptly defend, indemnify, and hold harmless the District, its Governing Board and Governing Board members, officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "District Indemnified Parties") from and against any liabilities, claims, debts, demands, costs, losses, damages, or expenses arising out of any sole or separate negligence, joint negligence with a third party (indemnification provided to the extent of the Non-Profit's contributory negligence), wrongful or willful acts or omissions by the Non-Profit or the Charter School (or the Non-Profit's or Charter School's officers, directors, employees, agents, representatives, volunteers,

administrators, trustees, successors or assigns) that occurred, in whole or in part, at any time.

The District shall promptly defend, indemnify, and hold harmless the Non-Profit, its Governing Board and Governing Board members, officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Non-Profit Indemnified Parties") from and against any liabilities, claims, debts, demands, costs, losses, damages, or expenses arising out of any sole or separate negligence, joint negligence with a third party (indemnification provided to the extent of the District's contributory negligence), wrongful or willful acts or omissions by the District (or the District's officers, directors, employees, agents, representatives, volunteers, administrators, trustees, successors or assigns) that occurred, in whole or in part, at any time.

18. **Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval by the governing boards of both Parties.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

19. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
20. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Alameda County, California.
21. **Assignment.** The rights and obligations hereunder shall not be assigned without the express written consent of both Parties. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successor assignees and personal representatives.
22. **Prevailing Authority.** In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the Non-Profit and the District regarding the terms of this Agreement, the Parties shall meet to amend the Agreement to reach consistency. If the Parties do not reach agreement regarding the consistency, the Parties agree to follow the procedures for dispute resolution as stated in this Agreement. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws occurring following execution of this Agreement.

23. **Dispute Resolution.** Any misinterpretation, misapplication or violation of this Agreement shall be addressed in accordance with the following procedures:
- a. In the event of a dispute between Nonprofit and the District, both agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the Superintendent (or designee) and Executive Officer of the Non-Profit.
 - b. The Superintendent (or designee) or Non-Profit Executive Officer shall informally meet and confer in a timely fashion to attempt to resolve the dispute.
 - c. In the event that this informal meeting fails to resolve the dispute, the Superintendent (or designee) and the Non-Profit Executive shall meet to jointly identify a neutral third party mediator to engage the parties in a non-binding mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent (or designee) and the Non-Profit Executive. The costs of the mediator shall be split equally between the District and Non-Profit. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and Non-Profit.
24. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail with confirmation by email.
- a. To the District at: Jenine Lindsey
1011 Union Street
Oakland, CA 94607
jenine.lindsey@ousd.org
 - b. Non-Profit at: Daniel Bissonnette
4551 Steele St.
Oakland, CA 94619
daniel@urbanmontessori.org
25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. Each Party shall act as an independent entity and shall be solely responsible for its own employees, policies, and obligations.
26. **Entire Agreement; Counterparts.** This Agreement, contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement

may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties agree to be bound by this Agreement and each has caused this Agreement to be signed and executed by its duly authorized representative listed below.

Urban Montessori Charter School:

Oakland Unified School District (OUSD):



Daniel Bissonnette (May 24, 2025 11:27 PDT)



Sondra Aguilera (May 24, 2025 12:54 PDT)

Daniel Bissonnette, Head of School

Sondra Aguilera, Chief Academic Officer



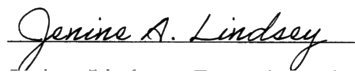
Amy Ng (May 24, 2025 11:26 PDT)

Amy Ng, Board Chair

Jennifer Brouhard, President
Governing Board 5/29/2025

Kyla Johnson Trammell, Secretary
Governing Board 5/29/2025

Approved as to Form:



Jenine Lindsey, General Counsel