



March 2, 2015

Letter of Intent to Enter Into In Lieu of Proposition 39 Agreement with Urban Montessori Charter School

The Oakland Unified School District (the "District") affirms its intent to enter into In Lieu of Proposition 39 Agreement with Urban Montessori Charter School ("Urban Montessori"), at the former Sherman Campus, 5328 Brann Street, Oakland, California 94619 to commence July 1, 2015. By entering into this Joint Use Agreement, Urban Montessori waives any rights under Proposition 39 (Education Code Section 47614, as amended) for the term of this Agreement.

The Parties, in entering into this Letter of Intent, agree as follows:

1. **Condition of Premises.**

- a. The Premises are leased to Urban Montessori on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Urban Montessori accepts the Premises in "AS IS" condition.
- b. Urban Montessori acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Urban Montessori's Activities.

2. **Title to School Site(s) /Classroom Buildings.** The Parties acknowledge that title to the Premises is held by District

3. **Premises:** See Attachment A (Attachment B to the February 1, 2015 Preliminary Prop 39 Offer for the 2015-16 school year.)

4. **Use:** Public Charter School

5. **Agreement Term:** The Term shall be one (1) year, for the period from July 1, 2015 to June 30, 2016. The Parties acknowledge that the 2015-16 school year is the last year Urban Montessori can occupy the Premises as it expects to outgrow the Premises in 2015-16. The Parties will schedule meet and confers commencing in the summer of 2015 to begin to plan for the anticipated need to relocate the school. The District, at this time can make no comments as to the availability of any site beyond 2015-16 for use by Urban Montessori.

6. **Agreement Commencement: July 1, 2015**

7. **Facility Use Fee:** For 2015-16 shall be \$3.80 per square foot, based upon 24,292 square feet or a total \$92,309.

8. **Custodial Services:** Urban Montessori may at its option self-procure custodial services.

9. **Other Services**

Urban Montessori shall use District Nutrition Services program.

10. **Payment Schedule:** Each year's rent shall be paid in four installments: 25% by October 1, 25% by December 1, 25% by April 1, and 25% by July 1.

11. **Utilities:** Utility charges are not included in the Facility Use Fee. Urban Montessori shall for all utilities charges. For purposes of this Agreement, utilities include water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and service, trash pick-up, and sewage fees.

12. **Tenant Improvements:** N/A

13. **Maintenance and Repairs during the Term of the Agreement**

As provided in Section 16 of the February 1, 2015 Preliminary Prop 39 Offer.

14. **Indemnification and Insurance**

As provided in Sections 21 and 22 of the February 1, 2015 Preliminary Prop 39 Offer.

15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

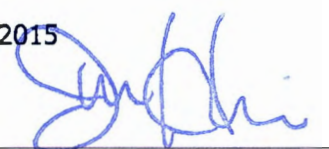
16. **Final Agreement**

The Parties agree that the final Agreement shall be submitted for approval by the OUSD Board of Education at its meeting on March 11, 2015.

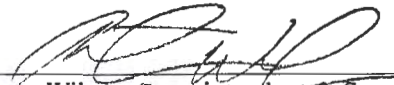
17. **No Assignment or Subletting.** Urban Montessori shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or part of the Premises without District's consent. Any purported transfer shall be void and shall, at District's election constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.

OAKLAND UNIFIED SCHOOL DISTRICT

March 17, 2015
Page 3



James Harris, President, Board of Education

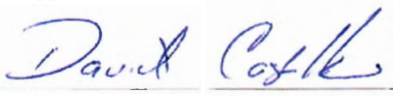


Antwan Wilson, Superintendent & Secretary, Board of Education


APPROVED AS TO FORM:

Jacqueline Minor, General Counsel

CHARTER SCHOOL

By:  _____
David Castillo

Title: Head of School

File ID Number: 15-0426
Introduction Date: 3/11/15
Enactment Number: 15-0325
Enactment Date: 3/11/15
By: 

RECEIVED
MAR 17 2015
BY: 