



Urban Montessori Charter School

Regular Board Meeting

Amended on January 21, 2022 at 11:36 AM PST

Date and Time

Thursday January 27, 2022 at 6:15 PM PST

Location

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room, generally the Sun Room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to board@urbanmontessori.org to be shared by the Board's Secretary during the meeting. Please make that intention clear in your email.

<https://us02web.zoom.us/j/5102904005?pwd=M1kxU2hXSzRSN1dCL3QwYVEzdkJ3Zz09>

Meeting ID: 510 290 4005; Passcode 5102904005

Additional teleconference locations: 1623 Sunhill Ct, Martinez, CA 94553; 3125 School Street, Oakland, CA 94602; 5701 Oak Grove Ave, Oakland, CA 94618; 3921 Enos Ave Oakland, 94619

This meeting will be audio recorded. The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Members: Jan Faraguna, Kara Fortuna, Christina Greenberg, Greg Klein, Davis Leung, Sarah Morrill, Maru Salazar

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

Agenda

| | Purpose | Presenter | Time |
|--|---------|-------------------|----------------|
| I. Opening Items | | | 6:15 PM |
| A. Call the Meeting to Order | | Davis Leung | 1 m |
| This meeting is being audio-recorded. | | | |
| B. Record Attendance | | Greg Klein | 1 m |
| C. Review of Action/Discussion Items | Discuss | Davis Leung | 1 m |
| With input from the board, the Chair may decide, based upon a number of factors, to reorder the action/discussion items to best suit the needs of the meeting. No additional action/discussion items will be added at this time. | | | |
| D. Board and Community Appreciations | | Davis Leung | 10 m |
| Members of the Board and UMCS community may provide appreciations and affirmations during this time. | | | |
| E. Board Member Comment | | Davis Leung | 5 m |
| Any board member wishing to speak to an issue regarding UMCS that does not pertain to an agenda item may do so at this time. No further discussion or action will take place following each board member's comments. | | | |
| F. Presentations from the Floor | | Davis Leung | 10 m |
| PRESENTATIONS ON NON-AGENDA ITEMS – Any person wishing to speak to any item not on the agenda will be granted three minutes to make a presentation. Speakers requiring translation shall have double time. Comments should refer to matters within the jurisdiction of this committee. | | | |
| <i>“What if [we] listened to others so deeply that they felt loved, accepted, and safe in [our] presence, no matter what they had to say?” -- Steve Shapiro, Author</i> | | | |
| II. Head of School Report | | | 6:43 PM |
| The Head of School and their designees will present topics of interest to the Board and the general public. | | | |
| A. Head of School Report | Discuss | Krishna Feeney | 25 m |
| Report topics this meeting may include: | | | |
| <ol style="list-style-type: none"> 1. Recent and upcoming events 2. Recent and upcoming Professional Learning 3. Instructional Updates 4. Enrollment and Application Updates 5. Staffing Updates | | | |

| | Purpose | Presenter | Time |
|---|-----------------|---------------------|----------------|
| III. Finance Committee | | | 7:08 PM |
| A. Discussion Item - Committee Report, including year to date financial report | Discuss | Greg Klein | 5 m |
| Most recent year-to-date financial report through December 31, 2021 is available in the "Other files" section of this meeting. | | | |
| B. Discussion of Governor's January Budget Proposal | Discuss | Greg Klein | 10 m |
| C. Vote to Accept Financial Audits for 2020-2021 | Vote | Greg Klein | 5 m |
| Vote to include accepting the regular audit and the Measure G1 audit. | | | |
| D. Vote on in-lieu of Proposition 39 lease at 4551 Steele Street | Vote | Krishna Feeney | 10 m |
| The board will vote on a lease at 4551 Steele Street through June 30th, 2024, which aligns with our current charter term. | | | |
| IV. Academic Oversight Committee | | | 7:38 PM |
| A. Discussion Item - Committee Report | Discuss | Jan Faraguna | 15 m |
| V. Family Advisory Council | | | 7:53 PM |
| A. Discussion Item - Committee Report | Discuss | Maru Salazar | 5 m |
| VI. Executive & Governance Committee | | | 7:58 PM |
| A. Discussion Item: Committee Updates, including candidates for board service, Form 700, and training | Discuss | Christina Greenberg | 10 m |
| <ul style="list-style-type: none"> • Form 700 • Board member recruitment • Leader evaluation process updates • Board Clearance process • Charter material revision process | | | |
| B. Board and committee officers and members | Vote | Greg Klein | 5 m |
| As needed, the Board may take action to change its officers, as well as committee membership and leadership. | | | |
| VII. Other Business | | | 8:13 PM |
| A. Oakland and California Updates | Discuss | Greg Klein | 10 m |
| Updates and current events related to Oakland USD, Alameda County Office of Education, and California, and potential implications for UMCS. | | | |
| B. Approve Minutes from December 2, 2021 Regular Meeting | Approve Minutes | Greg Klein | 1 m |

| | Purpose | Presenter | Time |
|--|----------------|------------------|-------------|
| C. Action Item - Vote on General Consent Report | Vote | Davis Leung | 3 m |

General Consent Report for January 27, 2022

1. [2021/2022 UMCS COVID-19 Safety Plan](#) [updated]

[items may be linked directly here in the agenda or under "Other files" of this meeting on BoardOnTrack.]

| | | | |
|--|---------|----------------|-----|
| D. Collect New Business items for Future Meetings | Discuss | Davis Leung | 5 m |
|--|---------|----------------|-----|

VIII. Closed Session 8:32 PM

| | | | |
|--------------------------------|---------|----------------|------|
| A. Closed Session Items | Discuss | Davis Leung | 30 m |
|--------------------------------|---------|----------------|------|

1. Public Employee Performance Evaluation - Head of School

"Closed Session" is always agendized ahead of time as a "Discuss" item. If any votes are taken during any Closed Session, those are reported out publicly upon return to Open Session.

IX. Return to Open Session 9:02 PM

| | | | |
|--|------|----------------|-----|
| A. Report out of any closed session action(s) | Vote | Davis Leung | 1 m |
|--|------|----------------|-----|

"Return to Open Session" is always agendized ahead of time as a "Vote" item. It is not meant to indicate the the Board *shall* take an action at this time. If any votes are taken during any Closed Session, those are reported out publicly at this time on the agenda.

X. Closing Items 9:03 PM

| | | | |
|---------------------------|-----|----------------|-----|
| A. Adjourn Meeting | FYI | Davis Leung | 1 m |
|---------------------------|-----|----------------|-----|

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting UMCS at 4551 Steele Street, Oakland, CA 94619 or info@urbanmontessori.org.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or board@urbanmontessori.org. All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).

Cover Sheet

Head of School Report

| | |
|--------------------------|-----------------------------------|
| Section: | II. Head of School Report |
| Item: | A. Head of School Report |
| Purpose: | Discuss |
| Submitted by: | |
| Related Material: | January 2022 HoS Board Report.pdf |

HoS Report - January 27, 2022



Upcoming Events

Recent and Upcoming Events:

(This Year's [Calendar!](#))

- Free COVID testing available on-site every Friday 3-3:30pm
- Kindness Week - January 31 - February 4
- Saturday, February 5, 2022, History of Whiteness with Rachelle Rogers-Ard, 10am-12pm - Zoom link is [here](#)
- Winter NWEA continues through February 4



Instructional Updates



The Return From Break!

- We are open!
- We are going to STAY open!
- And we are surviving!
- Staffing in classrooms has been challenging and ALL staff have been stepping in to support each other and our students.
 - Coaching, regular check-ins and everything else has taken second place to supporting kids and staff.
 - PLEASE reach out to your teachers to show your appreciation for them showing up everyday in what has been the most challenging of weeks coming out of winter break!!

Testing and Data Collection

- NWEA is in progress again!
- DIBELS - Second round testing scheduled for January
 - Students who were previously identified as needed strategic or Intensive support will be re-assesses to track progress!
- Classroom Teachers have begun looking at transition checklists. These checklists include information about where students should be in their learning at the end of each level.

Middle School Restructure

- We brought in the new year with lots of changes to our middle school program!
 - New schedule
 - Structuring classes by grade level
 - New curricular resources in math, science, and language arts
 - Increased PE schedule

A Glimpse into classrooms











Enrollment Season!

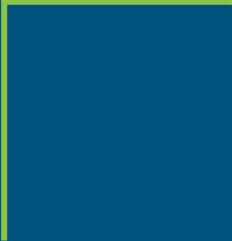
Enrollment 22/23

- Applications for the 2022/2023 school year open November 15th!
 - [Oaklandenrolls.org](https://oaklandenrolls.org)
 - 201 applicants so far
- Outreach and recruitment
 - Looking for opportunities to recruit particularly TK and K students

COVID Vaccination Mandate

Vaccination Mandate from OUSD

- Students who are 12 on/before December 1, 2021 are now subject to Oakland Unified School District's brand new COVID-19 vaccine mandate which goes into effect January 1, 2022.
- UMCS Operations Staff has reached out to all families with older students to confirm vaccination status, share more information, and support families who prefer to pursue and exemption.
- At last nights OUSD board meeting the enforcement date was moved to August 1, 2022.



Staffing Updates



This school year and Next!

- Ms. Sage's last day was December 17
- Ms Katie (formerly of the Sequoia Classroom) has taken over Specialized Academic Instruction for TK-4th grade students with IEP's and Ms. Kelly's ELD students who scored a 1-2 on the ELPAC
- Coach Woo started on January 3rd and began PE instruction for ALL students January 10!

This school year and Next!

- We have Launched our 2022/2023 recruitment season and are already receiving application for next school year!
- Our yearly staff check-in begin next week
 - 10-15 minute check with all staff:
 - What's been going well this year?
 - What has been challenging?
 - What are your hoping for professionally (short and long term)?

Questions?



Cover Sheet

Discussion Item - Committee Report, including year to date financial report

| | |
|----------------------------------|--|
| Section: | III. Finance Committee |
| Item: financial report | A. Discussion Item - Committee Report, including year to date |
| Purpose: | Discuss |
| Submitted by: | |
| Related Material: | UMCS_-_December_2021_Cash_Flow_FC_Meeting.pdf UMCS_-_December_2021_FC_Meeting.pdf UMCS_-_December_2021_Financials_FC_Meeting.pdf |

**Urban Montessori
Monthly Cash Forecast
As of Dec FY2022**

| | 2021-22 | | | | | | | | | | | | Forecast | Remaining Balance |
|--|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------|------------------|-------------------|
| | Actuals & Forecast | | | | | | | | | | | | | |
| | Jul Actuals | Aug Actuals | Sep Actuals | Oct Actuals | Nov Actuals | Dec Actuals | Jan Forecast | Feb Forecast | Mar Forecast | Apr Forecast | May Forecast | Jun Forecast | | |
| Beginning Cash | 497,711 | 939,911 | 906,134 | 960,454 | 1,151,526 | 1,250,691 | 1,171,814 | 1,225,865 | 1,203,015 | 1,029,636 | 1,032,614 | 807,165 | | |
| REVENUE | | | | | | | | | | | | | | |
| LCFF Entitlement | - | 143,799 | 79,830 | 357,657 | 143,693 | 143,693 | 741,471 | 228,985 | 176,955 | 304,144 | 139,434 | 139,434 | 2,967,924 | 368,828 |
| Federal Revenue | - | - | - | 12,813 | 1,964 | - | 3,901 | 18,786 | 38,754 | 28,526 | 18,786 | 38,754 | 287,211 | 124,928 |
| Other State Revenue | 12,972 | 12,972 | 23,349 | 23,349 | 73,587 | 44,089 | 21,923 | 94,188 | 24,599 | 24,599 | 43,950 | 59,764 | 815,087 | 355,745 |
| Other Local Revenue | - | 3,362 | - | 141,723 | 191,076 | 93,171 | (428,819) | 513 | 513 | 513 | 513 | 60,097 | 62,659 | - |
| Fundraising & Grants | 6,000 | - | 6,610 | 1,733 | 2,395 | 8,125 | 58,003 | 11,201 | 11,201 | 11,201 | 11,201 | 64,201 | 191,872 | - |
| TOTAL REVENUE | 18,972 | 160,133 | 109,789 | 537,275 | 412,715 | 289,078 | 396,479 | 353,673 | 252,022 | 368,982 | 213,884 | 362,251 | 4,324,753 | 849,501 |
| EXPENSES | | | | | | | | | | | | | | |
| Certificated Salaries | 39,916 | 162,760 | 193,071 | 188,799 | 186,549 | 179,912 | 192,278 | 195,520 | 195,520 | 195,520 | 255,104 | 208,020 | 2,192,968 | - |
| Classified Salaries | 18,270 | 39,767 | 33,366 | 36,898 | 33,313 | 28,835 | 33,216 | 39,540 | 39,540 | 39,540 | 39,540 | 39,540 | 421,364 | - |
| Employee Benefits | 56,613 | 56,722 | 73,995 | 42,587 | 32,789 | 30,971 | 80,564 | 75,002 | 75,002 | 71,435 | 81,450 | 50,423 | 727,552 | - |
| Books & Supplies | 7,995 | 17,178 | 9,028 | 17,457 | 14,354 | 12,892 | 17,973 | 13,427 | 13,427 | 13,427 | 13,427 | 12,534 | 175,859 | 12,739 |
| Services & Other Operating Expenses | 89,896 | 49,550 | 92,975 | 81,312 | 87,701 | 52,275 | 75,892 | 54,889 | 103,767 | 47,938 | 51,667 | 117,998 | 974,611 | 68,750 |
| Capital Outlay & Depreciation | - | - | - | - | - | 4,482 | 751 | 751 | 751 | 751 | 751 | 751 | 8,986 | - |
| Other Outflows | 3,264 | 107 | - | 12,929 | - | 20,848 | (37,148) | - | - | - | - | - | - | - |
| TOTAL EXPENSES | 215,954 | 326,084 | 402,435 | 379,982 | 354,706 | 330,216 | 363,526 | 379,129 | 428,007 | 368,610 | 441,939 | 429,266 | 4,501,340 | 81,488 |
| Operating Cash Inflow (Outflow) | (196,982) | (165,951) | (292,646) | 157,293 | 58,010 | (41,138) | 32,952 | (25,455) | (175,985) | 372 | (228,055) | (67,015) | (176,587) | 768,012 |
| Revenues - Prior Year Accruals | 681,094 | 83,091 | 381,686 | 21,470 | - | - | 41,099 | - | - | - | - | - | - | - |
| Accounts Receivable - Current Year | 450 | (450) | 700 | 200 | - | (800) | 1,050 | - | - | - | - | - | - | - |
| Other Assets | - | 48,429 | - | - | - | - | - | - | - | - | - | - | - | - |
| Fixed Assets | - | - | - | - | - | 4,482 | 751 | 751 | 751 | 751 | 751 | 751 | 751 | - |
| Expenses - Prior Year Accruals | (36,136) | (875) | (43,258) | - | (1,575) | (1,575) | (11,573) | - | - | - | - | - | - | - |
| Accounts Payable - Current Year | 17,871 | (25,492) | 1,355 | 5,533 | 37,718 | (43,772) | (12,082) | - | - | - | - | - | - | - |
| Summerholdback for Teachers | (52,521) | 4,277 | 6,484 | 6,575 | 5,013 | 3,926 | 1,855 | 1,855 | 1,855 | 1,855 | 1,855 | 1,855 | - | - |
| Other Liabilities | 28,423 | 23,193 | - | - | - | - | - | - | - | - | - | - | - | - |
| Ending Cash | 939,911 | 906,134 | 960,454 | 1,151,526 | 1,250,691 | 1,171,814 | 1,225,865 | 1,203,015 | 1,029,636 | 1,032,614 | 807,165 | 742,756 | | |

Urban Montessori Finance Committee Update

BRYCE FLEMING AND JOSH CLARK
JANUARY 20, 2022





Contents

- 1. 2021-22 Financial Update**
 - A. Current Forecast
 - B. P-1 Attendance
 - C. Audit Review
 - D. Expanded Learning Opportunities Program
 - E. Governor's January Proposal

- 2. Exhibits**
 - A. Current 21-22 Forecast
 - B. Cash Flow
 - C. P-1 Attendance

2021-22 December Forecast Update

Actuals through 12/31/2021





2021-22 Forecast Update

Increase in revenue from ELO-P helps offset decrease in LCFF funding



Budget Comparison



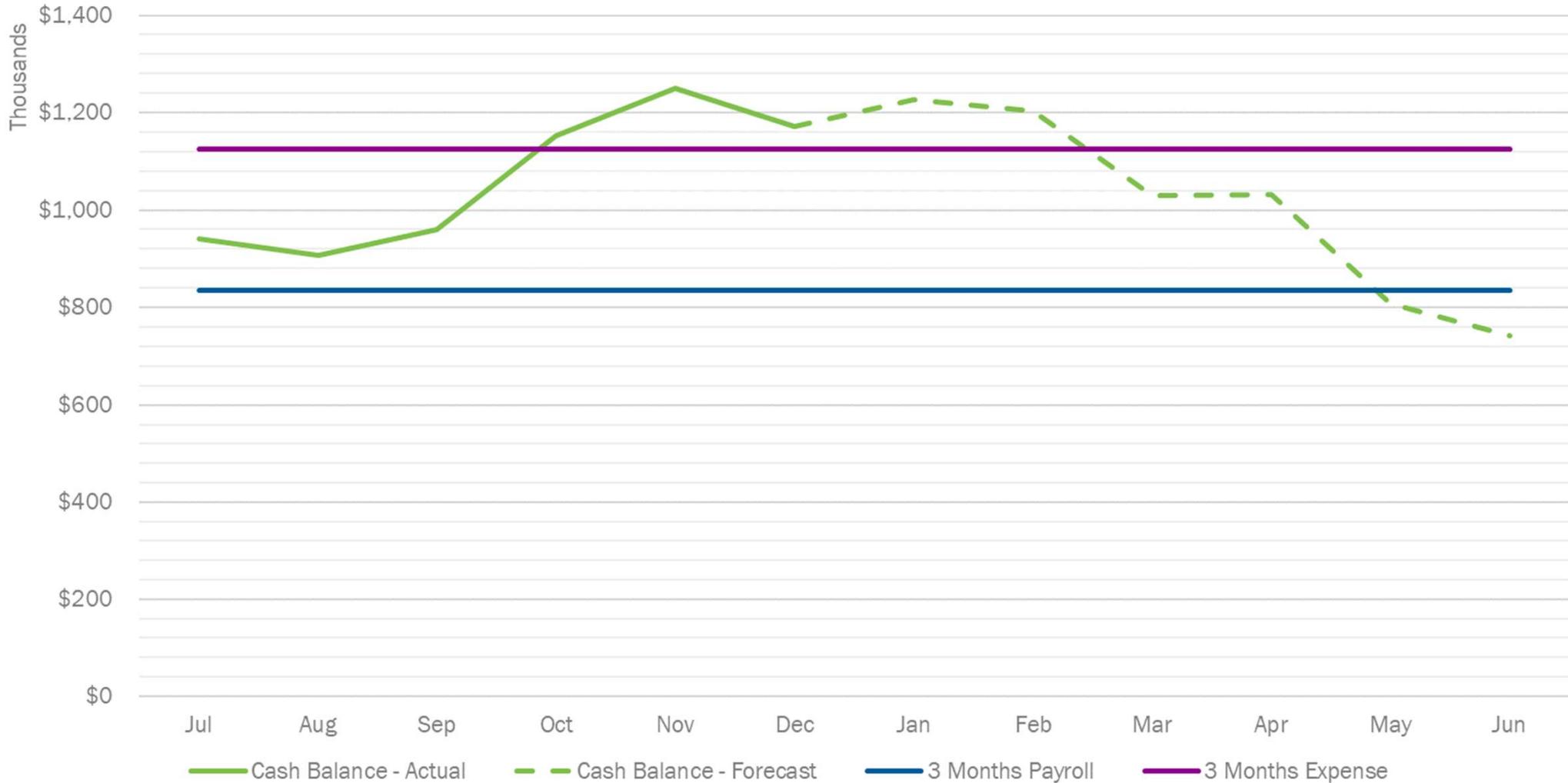
Decrease in operating income driven by drop in LCFF funding due to ADA

| | | 2021-22 | 2021-22 | Variance |
|----------|---|-------------------|------------------|-----------------|
| | | Previous Forecast | Current Forecast | |
| Revenue | LCFF Entitlement | 3,094,027 | 2,967,924 | (126,103) |
| | Federal Revenue | 287,658 | 287,211 | (447) |
| | Other State Revenues | 729,716 | 815,087 | 85,371 |
| | Local Revenues | 62,659 | 62,659 | - |
| | Fundraising and Grants | 184,000 | 191,872 | 7,872 |
| | Total Revenue | 4,358,060 | 4,324,753 | (33,307) |
| Expenses | Compensation and Benefits | 3,302,482 | 3,341,885 | (39,403) |
| | Books and Supplies | 169,844 | 175,859 | (6,015) |
| | Services and Other Operating | 967,798 | 974,611 | (6,813) |
| | Depreciation | 8,986 | 8,986 | - |
| | Other Outflows | - | - | - |
| | Total Expenses | 4,449,110 | 4,501,340 | (52,231) |
| | Operating Income | (91,049) | (176,587) | (85,537) |
| | Beginning Balance (Audited) | 1,422,465 | 1,422,465 | - |
| | Operating Income | (91,049) | (176,587) | (85,537) |
| | Ending Fund Balance (incl. Depreciation) | 1,331,415 | 1,245,878 | (85,537) |
| | Ending Fund Balance as % of Expenses | 29.9% | 27.7% | -2.2% |

2021-22 Monthly Cash Flow Projection



Decrease in projected LCFF funding decreases cash in second half of year





P-1 Attendance Update

Lower ADA in P-1 reduces the expected amount of revenue

| | Previous Forecast | P-1 | Variance |
|--------------|-------------------|-------------|--------------|
| Enrollment | 353 | 349 | -4 |
| ADA % | 94% | 91.5% | -2.5% |
| ADA | 332 | 319 | -13 |
| LCFF Revenue | \$3,094,027 | \$2,967,924 | \$ (126,103) |



2020-21 Audit Recap

No findings or weaknesses identified

| | |
|--------------|--|
| Revenue | <ul style="list-style-type: none">• \$5.24M total audited revenue |
| Expenses | <ul style="list-style-type: none">• \$4.11M total audited expenses |
| Net Income | <ul style="list-style-type: none">• \$1.13M total audited net income• Same as unaudited actuals |
| Fund Balance | <ul style="list-style-type: none">• \$1.42M or 34.5% of annual budget |
| Conclusion | <ul style="list-style-type: none">• No weaknesses identified in internal controls, compliance or other matters• No findings |



Expanded Learning Opportunities

Similar grants aimed at providing additional supplementary support

ELO Grant (ELO-G)

One time funding (spend by Sep 2024)

\$234k

Budgeted in FY22

Plan approved in Spring 21

Requirements

- Extended learning & add'l services
- 10% for Paraprofessionals
- Serves all students

ELO Program (ELO-P)

Ongoing funding

\$91k in FY22, increasing in future years

Budgeted in FY22, Not yet in FY23+

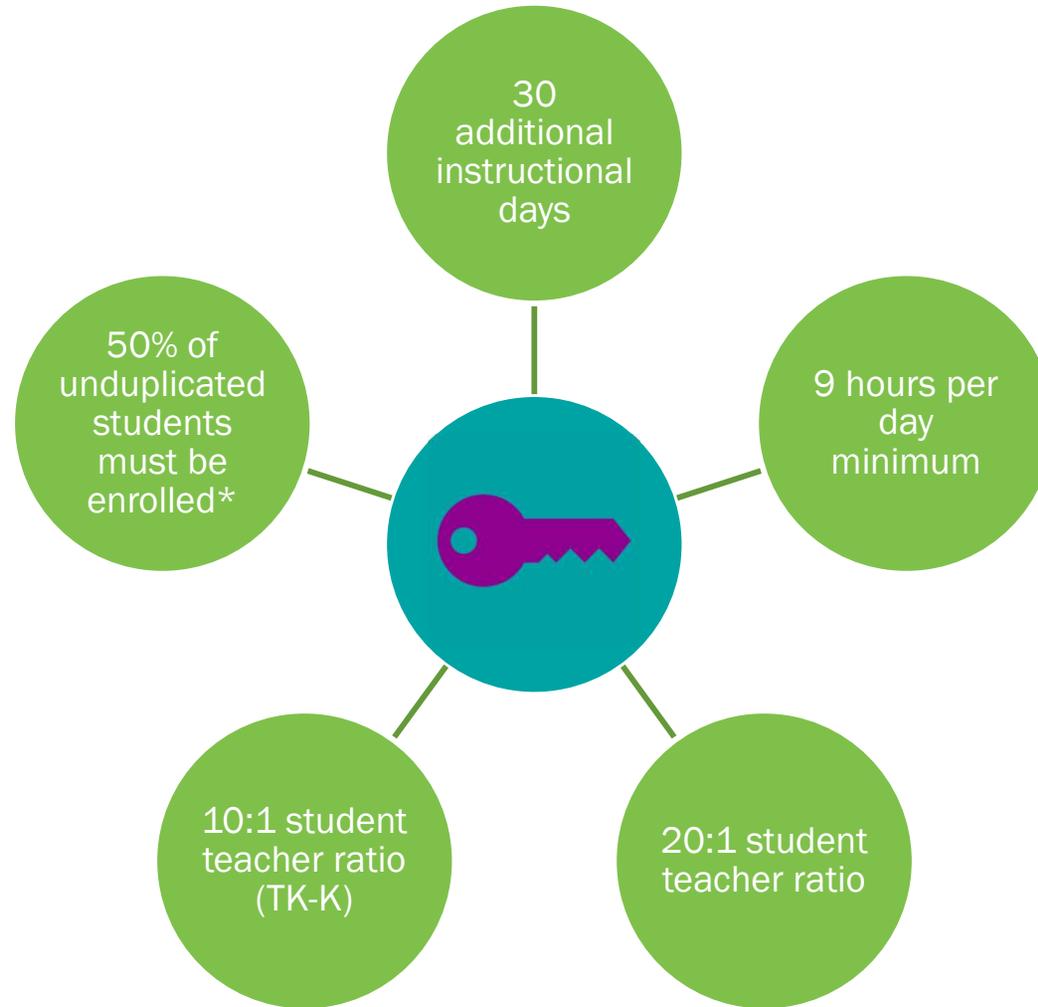
Plan to be developed

Requirements

- 9 hrs per day + 30 intersession days
- 20:1 student: adult (10:1 in TK/K)
- FY22 can be used for planning; FY23+, must offer to all UPP students

Expanded Learning Opportunities Program

Specific requirements to unlock funds, will be audited starting in FY23



*Beginning in FY23+, LEAs must offer to all unduplicated students and provide access to at least 50% of unduplicated students

Governor's January Proposal Summary

LCFF

+\$98K at 375 ADA

- COLA of 5.33%
- Districts may choose between three ADA options – CY, PY, 3 Year Avg.
- Governor “to explore options for providing declining enrollment protection for charter schools.”

SPED

+\$39K

- ~\$105/ADA increase
- SPED addendum to LCAP
- Funding formula adjusted to calculate at LEA level – not SELPA level

ELOP

- 2.5x funding compared to this year (\$91K in 2021-22, roughly \$225K expected in FY 23)
- Plus, one-time infrastructure investment with arts & music focus

Other

- TK, meals, early literacy, independent study flexibility and potential ADA flexibility

**Urban Montessori
Income Statement
As of Dec FY2022**

| | Actual | | | YTD | Budget | | | | | | | |
|---|----------------|----------------|-----------------|------------------|------------------|--------------------|-------------------|------------------|--|---|----------------------------|--------------------------|
| | Oct | Nov | Dec | | Actual YTD | Approved Budget v1 | Previous Forecast | Current Forecast | Previous Forecast vs. Current Forecast | Approved Budget v1 vs. Current Forecast | Current Forecast Remaining | % Current Forecast Spent |
| SUMMARY | | | | | | | | | | | | |
| Revenue | | | | | | | | | | | | |
| LCFF Entitlement | 357,657 | 143,693 | 143,693 | 868,672 | 3,527,480 | 3,094,027 | 2,967,924 | (126,103) | (559,556) | 2,099,252 | 29% | |
| Federal Revenue | 12,813 | 1,964 | - | 14,777 | 223,082 | 287,658 | 287,211 | (447) | 64,129 | 272,434 | 5% | |
| Other State Revenues | 23,349 | 73,587 | 44,089 | 190,318 | 596,661 | 729,716 | 815,087 | 85,371 | 218,426 | 624,769 | 23% | |
| Local Revenues | 141,723 | 191,076 | 93,171 | 429,332 | 62,659 | 62,659 | 62,659 | - | - | (366,672) | 685% | |
| Fundraising and Grants | 1,733 | 2,395 | 8,125 | 24,863 | 178,000 | 184,000 | 191,872 | 7,872 | 13,872 | 167,009 | 13% | |
| Total Revenue | 537,275 | 412,715 | 289,078 | 1,527,962 | 4,587,883 | 4,358,060 | 4,324,753 | (33,307) | (263,129) | 2,796,792 | 35% | |
| Expenses | | | | | | | | | | | | |
| Compensation and Benefits | 268,284 | 252,651 | 239,718 | 1,435,133 | 3,332,231 | 3,302,482 | 3,341,885 | (39,403) | (9,654) | 1,906,752 | 43% | |
| Books and Supplies | 17,457 | 14,354 | 12,892 | 78,903 | 215,137 | 169,844 | 175,859 | (6,015) | 39,278 | 96,955 | 45% | |
| Services and Other Operating Expenditures | 81,312 | 87,701 | 52,275 | 453,709 | 951,645 | 967,798 | 974,611 | (6,813) | (22,965) | 520,901 | 47% | |
| Depreciation | - | - | 4,482 | 4,482 | 14,944 | 8,986 | 8,986 | - | 5,958 | 4,504 | 50% | |
| Other Outflows | 12,929 | - | 20,848 | 37,148 | - | - | - | - | - | (37,148) | | |
| Total Expenses | 379,982 | 354,706 | 330,216 | 2,009,375 | 4,513,958 | 4,449,110 | 4,501,340 | (52,231) | 12,618 | 2,491,965 | 45% | |
| Operating Income | 157,293 | 58,010 | (41,138) | (481,413) | 73,925 | (91,049) | (176,587) | (85,537) | (250,512) | 304,826 | | |
| Fund Balance | | | | | | | | | | | | |
| Beginning Balance (Audited) | | | | | 1,316,161 | 1,422,465 | 1,422,465 | | | | | |
| Operating Income | | | | | 73,925 | (91,049) | (176,587) | | | | | |
| Ending Fund Balance | | | | | 1,390,085 | 1,331,415 | 1,245,878 | | | | | |
| Fund Balance as a % of Expenses | | | | | 31% | 30% | 28% | | | | | |

**Urban Montessori
Income Statement
As of Dec FY2022**

| | Actual | | | YTD | Budget | | | | | | | |
|---------------------------|--------|-----|-----|------------|--------------------|-------------------|------------------|--|---|----------------------------|--------------------------|--|
| | Oct | Nov | Dec | Actual YTD | Approved Budget v1 | Previous Forecast | Current Forecast | Previous Forecast vs. Current Forecast | Approved Budget v1 vs. Current Forecast | Current Forecast Remaining | % Current Forecast Spent | |
| KEY ASSUMPTIONS | | | | | | | | | | | | |
| Enrollment Summary | | | | | | | | | | | | |
| K-3 | | | | | 250 | 200 | 198 | (2) | (52) | | | |
| 4-6 | | | | | 111 | 115 | 115 | - | 4 | | | |
| 7-8 | | | | | 39 | 38 | 36 | (2) | (3) | | | |
| Total Enrolled | | | | | 400 | 353 | 349 | (4) | (51) | | | |
| ADA % | | | | | | | | | | | | |
| K-3 | | | | | 94.0% | 94.0% | 91.5% | -2.5% | -2.5% | | | |
| 4-6 | | | | | 94.0% | 94.0% | 91.5% | -2.5% | -2.5% | | | |
| 7-8 | | | | | 94.0% | 94.0% | 91.5% | -2.5% | -2.5% | | | |
| Average ADA % | | | | | 94.0% | 94.0% | 91.5% | -2.5% | -2.5% | | | |
| ADA | | | | | | | | | | | | |
| K-3 | | | | | 235.00 | 188.00 | 181.17 | (6.83) | (53.83) | | | |
| 4-6 | | | | | 104.34 | 108.10 | 105.23 | (2.88) | 0.88 | | | |
| 7-8 | | | | | 36.66 | 35.72 | 32.94 | (2.78) | (3.72) | | | |
| Total ADA | | | | | 376.00 | 331.82 | 319.34 | (12.49) | (56.67) | | | |

Urban Montessori
Income Statement
As of Dec FY2022

| | | Actual | | | YTD | Budget | | | | | | |
|--|---|----------------|----------------|----------------|------------------|--------------------|-------------------|------------------|-------------------------------|--------------------------------|----------------------------|--------------------------|
| | | Oct | Nov | Dec | Actual YTD | Approved Budget v1 | Previous Forecast | Current Forecast | Previous Forecast vs. Current | Approved Budget v1 vs. Current | Current Forecast Remaining | % Current Forecast Spent |
| REVENUE | | | | | | | | | | | | |
| LCFF Entitlement | | | | | | | | | | | | |
| 8011 | Charter Schools General Purpose Entitlement - State Aid | 143,693 | 143,693 | 143,693 | 590,739 | 1,734,516 | 1,398,759 | 1,336,441 | (62,318) | (398,075) | 745,702 | 44% |
| 8012 | Education Protection Account Entitlement | 213,964 | - | - | 213,964 | 724,019 | 754,890 | 726,488 | (28,403) | 2,469 | 512,524 | 29% |
| 8096 | Charter Schools in Lieu of Property Taxes | - | - | - | 63,969 | 1,068,945 | 940,378 | 904,995 | (35,382) | (163,950) | 841,026 | 7% |
| SUBTOTAL - LCFF Entitlement | | 357,657 | 143,693 | 143,693 | 868,672 | 3,527,480 | 3,094,027 | 2,967,924 | (126,103) | (559,556) | 2,099,252 | 29% |
| Federal Revenue | | | | | | | | | | | | |
| 8181 | Special Education - Entitlement | - | - | - | - | 49,250 | 49,250 | 49,250 | - | - | 49,250 | 0% |
| 8220 | Child Nutrition Programs | - | - | - | - | 44,708 | 39,455 | 39,008 | (447) | (5,700) | 39,008 | 0% |
| 8291 | Title I | 10,309 | - | - | 10,309 | 41,403 | 41,403 | 41,403 | - | - | 31,094 | 25% |
| 8292 | Title II | - | 1,964 | - | 1,964 | 8,137 | 8,137 | 8,137 | - | - | 6,173 | 24% |
| 8294 | Title IV | 2,500 | - | - | 2,500 | 10,000 | 10,000 | 10,000 | - | - | 7,500 | 25% |
| 8299 | All Other Federal Revenue | 4 | - | - | 4 | 69,584 | 139,413 | 139,413 | - | 69,829 | 139,409 | 0% |
| SUBTOTAL - Federal Revenue | | 12,813 | 1,964 | - | 14,777 | 223,082 | 287,658 | 287,211 | (447) | 64,129 | 272,434 | 5% |
| Other State Revenue | | | | | | | | | | | | |
| 8381 | Special Education - Entitlement (State) | 23,349 | 23,349 | 23,349 | 119,340 | 241,945 | 255,483 | 252,508 | (2,976) | 10,562 | 133,168 | 47% |
| 8382 | Special Education Reimbursement (State) | - | - | 14,266 | 14,266 | 33,600 | 70,331 | 70,331 | - | 36,731 | 56,065 | 20% |
| 8520 | Child Nutrition - State | - | - | - | - | 2,190 | 1,933 | 1,911 | (22) | (279) | 1,911 | 0% |
| 8550 | Mandated Cost Reimbursements | - | - | 6,474 | 6,474 | 6,474 | 6,474 | 6,474 | - | - | 0 | 100% |
| 8560 | State Lottery Revenue | - | - | - | - | 78,151 | 79,019 | 76,045 | (2,973) | (2,105) | 76,045 | 0% |
| 8590 | All Other State Revenue | - | 50,238 | - | 50,238 | 234,301 | 316,476 | 407,818 | 91,342 | 173,517 | 357,580 | 12% |
| SUBTOTAL - Other State Revenue | | 23,349 | 73,587 | 44,089 | 190,318 | 596,661 | 729,716 | 815,087 | 85,371 | 218,426 | 624,769 | 23% |
| Local Revenue | | | | | | | | | | | | |
| 8634 | Food Service Sales | - | - | - | - | 3,075 | 3,075 | 3,075 | - | - | 3,075 | 0% |
| 8702 | Oakland Measure G1 | - | - | - | - | 59,584 | 59,584 | 59,584 | - | - | 59,584 | 0% |
| 8999 | Uncategorized Revenue | 141,723 | 191,076 | 93,171 | 429,332 | - | - | - | - | - | (429,332) | |
| SUBTOTAL - Local Revenue | | 141,723 | 191,076 | 93,171 | 429,332 | 62,659 | 62,659 | 62,659 | - | - | (366,672) | 685% |
| Fundraising and Grants | | | | | | | | | | | | |
| 8801 | Walkathon | - | - | - | - | 25,000 | 25,000 | 25,000 | - | - | 25,000 | 0% |
| 8802 | Private Grants | - | 198 | - | 6,198 | 100,000 | 106,000 | 106,000 | - | 6,000 | 99,802 | 6% |
| 8803 | All In for Learning | 793 | - | - | 793 | 25,000 | 25,000 | 25,000 | - | - | 24,207 | 3% |
| 8811 | Fall Campaign | - | - | - | - | 15,000 | 15,000 | 15,000 | - | - | 15,000 | 0% |
| 8812 | Other Fundraising (Movie Night, Apparel, etc) | 940 | 2,198 | 8,125 | 17,872 | 10,000 | 10,000 | 17,872 | 7,872 | 7,872 | - | 100% |
| 8814 | Field Trips Donations | - | - | - | - | 3,000 | 3,000 | 3,000 | - | - | 3,000 | 0% |
| SUBTOTAL - Fundraising and Grants | | 1,733 | 2,395 | 8,125 | 24,863 | 178,000 | 184,000 | 191,872 | 7,872 | 13,872 | 167,009 | 13% |
| TOTAL REVENUE | | 537,275 | 412,715 | 289,078 | 1,527,962 | 4,587,883 | 4,358,060 | 4,324,753 | (33,307) | (263,129) | 2,796,792 | 35% |

**Urban Montessori
Income Statement
As of Dec FY2022**

| | Actual | | | YTD | Budget | | | | | | | |
|--|---|----------------|----------------|----------------|--------------------|-------------------|------------------|-------------------------------|--------------------------------|----------------------------|--------------------------|------------|
| | Oct | Nov | Dec | Actual YTD | Approved Budget v1 | Previous Forecast | Current Forecast | Previous Forecast vs. Current | Approved Budget v1 vs. Current | Current Forecast Remaining | % Current Forecast Spent | |
| EXPENSES | | | | | | | | | | | | |
| Compensation & Benefits | | | | | | | | | | | | |
| Certificated Salaries | | | | | | | | | | | | |
| 1100 | Lead Teacher Salaries | 79,562 | 79,562 | 79,562 | 409,880 | 924,287 | 915,186 | 915,186 | - | 9,100 | 505,306 | 45% |
| 1148 | Special Ed Teacher Salaries | 32,714 | 32,714 | 30,251 | 155,661 | 403,725 | 355,515 | 282,305 | 73,210 | 121,420 | 126,644 | 55% |
| 1150 | Support Teacher Salaries | 56,211 | 53,961 | 49,788 | 263,598 | 497,566 | 594,328 | 692,158 | (97,830) | (194,593) | 428,561 | 38% |
| 1170 | Measure G1 Stipends | - | - | - | - | 58,000 | 59,584 | 59,584 | - | (1,584) | 59,584 | 0% |
| 1300 | Certificated Supervisor & Administrator Salaries | 20,311 | 20,311 | 20,311 | 121,867 | 243,735 | 243,735 | 243,735 | - | - | 121,867 | 50% |
| | SUBTOTAL - Certificated Salaries | 188,799 | 186,549 | 179,912 | 951,006 | 2,127,312 | 2,168,348 | 2,192,968 | (24,620) | (65,656) | 1,241,962 | 43% |
| Classified Salaries | | | | | | | | | | | | |
| 2100 | Distance Learning Support Staff | 4,967 | 3,877 | - | 26,019 | 142,197 | 54,636 | 50,914 | 3,722 | 91,283 | 24,895 | 51% |
| 2102 | Student Support Staff | 13,268 | 13,059 | 12,015 | 64,508 | 127,557 | 157,102 | 171,400 | (14,298) | (43,843) | 106,893 | 38% |
| 2400 | Classified Clerical & Office Salaries | 15,703 | 13,885 | 14,257 | 84,398 | 164,320 | 165,610 | 165,610 | - | (1,290) | 81,212 | 51% |
| 2900 | Classified Substitutes | 2,961 | 2,492 | 2,563 | 15,525 | 33,440 | 33,440 | 33,440 | - | - | 17,915 | 46% |
| | SUBTOTAL - Classified Salaries | 36,898 | 33,313 | 28,835 | 190,450 | 467,514 | 410,788 | 421,364 | (10,576) | 46,149 | 230,915 | 45% |
| Employee Benefits | | | | | | | | | | | | |
| 3100 | STRS | 29,547 | 29,087 | 27,477 | 148,759 | 343,211 | 325,980 | 325,640 | 340 | 17,571 | 176,880 | 46% |
| 3300 | OASDI-Medicare-Alternative | 6,434 | 5,934 | 5,672 | 31,850 | 72,741 | 77,855 | 80,672 | (2,817) | (7,931) | 48,822 | 39% |
| 3400 | Health & Welfare Benefits | 3,839 | (4,807) | (4,710) | 90,952 | 279,103 | 277,610 | 277,352 | 258 | 1,750 | 186,400 | 33% |
| 3500 | Unemployment Insurance | 235 | 44 | (0) | 1,859 | 11,212 | 10,952 | 12,516 | (1,565) | (1,304) | 10,657 | 15% |
| 3600 | Workers Comp Insurance | 2,532 | 2,532 | 2,532 | 20,256 | 31,138 | 30,950 | 31,372 | (422) | (234) | 11,116 | 65% |
| | SUBTOTAL - Employee Benefits | 42,587 | 32,789 | 30,971 | 293,677 | 737,405 | 723,346 | 727,552 | (4,206) | 9,853 | 433,875 | 40% |
| Books & Supplies | | | | | | | | | | | | |
| 4100 | Approved Textbooks & Core Curricula Materials | - | - | - | - | 9,686 | 9,686 | 9,686 | - | - | 9,686 | 0% |
| 4200 | Books & Other Reference Materials | 9 | 8 | - | 17 | 1,030 | 1,030 | 1,030 | - | - | 1,013 | 2% |
| 4320 | Educational Software | - | - | - | 2,556 | 8,501 | 8,501 | 8,501 | - | - | 5,945 | 30% |
| 4325 | Instructional Materials & Supplies | 566 | 1,201 | 240 | 14,575 | 10,109 | 10,109 | 17,000 | (6,891) | (6,891) | 2,425 | 86% |
| 4326 | Art & Music Supplies | - | - | - | - | 5,150 | 5,150 | 5,150 | - | - | 5,150 | 0% |
| 4330 | Office Supplies | 498 | 1,199 | 11 | 2,743 | 4,120 | 4,120 | 4,120 | - | - | 1,377 | 67% |
| 4335 | PE Supplies | 50 | 102 | 5 | 309 | 1,030 | 1,030 | 1,030 | - | - | 721 | 30% |
| 4340 | SpEd Materials & Supplies | 403 | 146 | 11 | 640 | 2,611 | 2,611 | 2,611 | - | - | 1,972 | 24% |
| 4400 | One-Time Funding Expense | - | - | - | - | 55,000 | 10,000 | 10,000 | - | 45,000 | 10,000 | 0% |
| 4410 | Classroom Furniture, Equipment & Supplies | 145 | - | - | 11,840 | 2,060 | 15,554 | 15,554 | - | (13,494) | 3,714 | 76% |
| 4420 | Computers: individual items less than \$5k | - | 26 | 1,255 | 4,805 | 20,000 | 16,506 | 16,506 | - | 3,494 | 11,701 | 29% |
| 4430 | Non Classroom Related Furniture, Equipment & Supplies | 390 | - | 44 | 967 | 2,060 | 2,060 | 2,060 | - | - | 1,093 | 47% |
| 4710 | Student Food Services | 12,417 | 10,826 | 11,326 | 35,659 | 87,600 | 77,307 | 76,431 | 876 | 11,169 | 40,772 | 47% |
| 4720 | Other Food | 2,977 | 847 | - | 4,792 | 6,180 | 6,180 | 6,180 | - | - | 1,388 | 78% |
| | SUBTOTAL - Books and Supplies | 17,457 | 14,354 | 12,892 | 78,903 | 215,137 | 169,844 | 175,859 | (6,015) | 39,278 | 96,955 | 45% |
| Services & Other Operating Expenses | | | | | | | | | | | | |
| 5215 | Travel - Mileage, Parking, Tolls | 1,586 | 1 | 18 | 1,614 | 515 | 1,594 | 1,614 | (19) | (1,099) | - | 100% |
| 5305 | Dues & Membership - Professional | - | 3,550 | - | 18,635 | 6,180 | 14,085 | 18,635 | (4,550) | (12,455) | - | 100% |
| 5450 | Insurance - Other | 5,914 | 4,817 | 5,913 | 44,946 | 70,962 | 70,962 | 70,962 | - | - | 26,016 | 63% |
| 5515 | Janitorial, Gardening Services & Supplies | 7,854 | 7,876 | 6,072 | 41,515 | 92,700 | 92,700 | 92,700 | - | - | 51,185 | 45% |
| 5520 | Security | 217 | 602 | 456 | 18,852 | 1,236 | 19,000 | 20,000 | (1,000) | (18,764) | 1,148 | 94% |
| 5535 | Utilities - All Utilities | 5,200 | 2,100 | 6,557 | 23,428 | 51,500 | 51,500 | 51,500 | - | - | 28,072 | 45% |
| 5605 | Equipment Leases | 141 | 417 | 851 | 4,069 | 14,444 | 14,444 | 14,444 | - | - | 10,375 | 28% |
| 5610 | Rent | - | 33,410 | - | 66,821 | 146,708 | 146,708 | 146,708 | - | - | 79,888 | 46% |
| 5615 | Repairs and Maintenance - Building | 304 | 980 | 254 | 1,788 | - | 2,500 | 2,500 | - | (2,500) | 712 | 72% |

**Urban Montessori
Income Statement
As of Dec FY2022**

| | Actual | | | YTD | Budget | | | | | | |
|---|----------------|----------------|----------------|------------------|--------------------|-------------------|------------------|-----------------------|------------------------|------------------|--------------------------|
| | Oct | Nov | Dec | Actual YTD | Approved Budget v1 | Previous Forecast | Current Forecast | Previous Forecast vs. | Approved Budget v1 vs. | Current Forecast | % Current Forecast Spent |
| | | | | | | | | Current Forecast | Current Forecast | Remaining | |
| 5803 Accounting Fees | 4,200 | - | 4,725 | 14,433 | 22,982 | 22,982 | 22,982 | - | - | 8,549 | 63% |
| 5805 Administrative Fees | - | - | - | - | 6,577 | 6,577 | 6,577 | - | - | 6,577 | 0% |
| 5809 Banking Fees | 172 | 125 | - | 297 | 618 | 618 | 618 | - | - | 321 | 48% |
| 5812 Business Services | 9,833 | 9,833 | 9,833 | 59,000 | 118,000 | 118,000 | 118,000 | - | - | 59,000 | 50% |
| 5815 Consultants - Instructional | - | - | - | 1,200 | 2,575 | 2,575 | 2,575 | - | - | 1,375 | 47% |
| 5820 Consultants - Non Instructional - Custom 1 | 11,250 | - | - | 22,500 | 45,000 | 50,000 | 50,000 | - | (5,000) | 27,500 | 45% |
| 5824 District Oversight Fees | 8,271 | - | - | 8,271 | 35,275 | 30,940 | 29,679 | 1,261 | 5,596 | 21,409 | 28% |
| 5826 Directors Contingency | - | - | - | - | 45,000 | 45,000 | 45,000 | - | - | 45,000 | 0% |
| 5827 Middle School Program expenses (8816 offset) | - | - | - | - | 1,862 | 1,862 | 1,862 | - | - | 1,862 | 0% |
| 5830 Field Trips Expenses | - | - | - | - | 3,090 | 3,090 | 3,090 | - | - | 3,090 | 0% |
| 5833 Fines and Penalties | - | - | - | 20 | 515 | 515 | 515 | - | - | 495 | 4% |
| 5836 Fingerprinting | 148 | 72 | - | 1,000 | 1,643 | 1,643 | 1,643 | - | - | 643 | 61% |
| 5839 Fundraising Expenses | - | - | - | - | 11,334 | 11,334 | 11,334 | - | - | 11,334 | 0% |
| 5845 Legal Fees | 5,328 | 384 | 220 | 6,415 | 15,450 | 15,450 | 15,450 | - | - | 9,035 | 42% |
| 5851 Marketing and Student Recruiting | - | - | - | 8,200 | 3,500 | 8,500 | 8,500 | - | (5,000) | 300 | 96% |
| 5857 Payroll Fees | 417 | 471 | 487 | 2,615 | 6,551 | 6,551 | 6,551 | - | - | 3,936 | 40% |
| 5860 Printing and Reproduction | - | 179 | - | 179 | 9,332 | 9,332 | 9,332 | - | - | 9,153 | 2% |
| 5861 Prior Yr Exp (not accrued) | 2,147 | 902 | - | 3,561 | - | 2,658 | 3,561 | (902) | (3,561) | - | 100% |
| 5863 Professional Development | - | 250 | 1,350 | 9,700 | 60,000 | 35,000 | 35,000 | - | 25,000 | 25,300 | 28% |
| 5869 Special Education Contract Instructors | 12,600 | 14,267 | 12,800 | 41,778 | 90,000 | 90,000 | 90,000 | - | - | 48,222 | 46% |
| 5875 Staff Recruiting | 103 | 3,000 | - | 3,103 | 4,120 | 1,500 | 3,103 | (1,603) | 1,018 | - | 100% |
| 5878 Student Assessment | 543 | - | - | 4,503 | 5,150 | 5,150 | 5,150 | - | - | 647 | 87% |
| 5880 Student Health Services | - | 197 | 42 | 461 | 5,150 | 5,150 | 5,150 | - | - | 4,689 | 9% |
| 5881 Student Information System | 3,075 | 788 | 788 | 28,763 | 25,000 | 31,200 | 31,200 | - | (6,200) | 2,438 | 92% |
| 5884 Substitutes | - | - | - | 103 | 15,000 | 15,000 | 15,000 | - | - | 14,898 | 1% |
| 5887 Technology Services | 135 | 892 | 339 | 4,953 | 9,270 | 9,270 | 9,270 | - | - | 4,317 | 53% |
| 5910 Communications - Internet / Website Fees | 59 | 1,582 | 101 | 4,603 | 9,780 | 9,780 | 9,780 | - | - | 5,177 | 47% |
| 5915 Postage and Delivery | 810 | - | 107 | 1,043 | 3,296 | 3,296 | 3,296 | - | - | 2,253 | 32% |
| 5920 Communications - Telephone & Fax | 1,006 | 1,006 | 1,363 | 5,345 | 11,330 | 11,330 | 11,330 | - | - | 5,985 | 47% |
| SUBTOTAL - Services & Other Operating Exp. | 81,312 | 87,701 | 52,275 | 453,709 | 951,645 | 967,798 | 974,611 | (6,813) | (22,965) | 520,901 | 47% |
| Capital Outlay & Depreciation | | | | | | | | | | | |
| 6900 Depreciation | - | - | 4,482 | 4,482 | 14,944 | 8,986 | 8,986 | - | 5,958 | 4,504 | 50% |
| SUBTOTAL - Capital Outlay & Depreciation | - | - | 4,482 | 4,482 | 14,944 | 8,986 | 8,986 | - | 5,958 | 4,504 | 50% |
| Other Outflows | | | | | | | | | | | |
| 7998 Temporary JE Clearing | - | - | - | (0) | - | - | - | - | - | 0 | |
| 7999 Uncategorized Expense | 12,929 | - | 20,848 | 37,148 | - | - | - | - | - | (37,148) | |
| SUBTOTAL - Other Outflows | 12,929 | - | 20,848 | 37,148 | - | - | - | - | - | (37,148) | |
| TOTAL EXPENSES | 379,982 | 354,706 | 330,216 | 2,009,375 | 4,513,958 | 4,449,110 | 4,501,340 | (52,231) | 12,618 | 2,491,965 | 45% |

Cover Sheet

Vote to Accept Financial Audits for 2020-2021

| | |
|--------------------------|---|
| Section: | III. Finance Committee |
| Item: | C. Vote to Accept Financial Audits for 2020-2021 |
| Purpose: | Vote |
| Submitted by: | |
| Related Material: | UMCS Audit for 2020-2021.pdf.pdf UMCS Measure G1 Audit 2020-2021.pdf |

**URBAN MONTESSORI CHARTER SCHOOL
CHARTER SCHOOL NUMBER: 1383**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2021



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

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**URBAN MONTESSORI CHARTER SCHOOL
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YEAR ENDED JUNE 30, 2021**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Urban Montessori Charter School
Oakland, California

Report on the Financial Statements

We have audited the accompanying financial statements of Urban Montessori Charter School (the School), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



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Board of Directors
Urban Montessori Charter School

Opinion

In our opinion, the financial statements referred to on page 1 present fairly, in all material respects, the financial position of the School as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the School's financial statements as a whole. The accompanying supplementary schedules, as identified in the table of contents, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 9, 2021 on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Glendora, California
December 9, 2021

**URBAN MONTESSORI CHARTER SCHOOL
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021**

ASSETS

CURRENT ASSETS

| | |
|---|------------------|
| Cash and Cash Equivalents | \$ 539,162 |
| Accounts Receivable - Federal and State | 1,244,055 |
| Accounts Receivable - Other | 70,276 |
| Prepaid Expenses and Other Assets | 48,429 |
| Total Current Assets | <u>1,901,922</u> |

LONG-TERM ASSETS

| | |
|-------------------------------------|---------------|
| Property, Plant, and Equipment, Net | <u>39,591</u> |
| Total Long-Term Assets | <u>39,591</u> |

| | |
|--------------|----------------------------|
| Total Assets | <u><u>\$ 1,941,513</u></u> |
|--------------|----------------------------|

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

| | |
|--|----------------|
| Accounts Payable and Accrued Liabilities | \$ 429,893 |
| Deferred Revenue | 89,156 |
| Total Current Liabilities | <u>519,049</u> |

NET ASSETS

| | |
|---------------------------|------------------|
| Without Donor Restriction | <u>1,422,464</u> |
| Total Net Assets | <u>1,422,464</u> |

| | |
|----------------------------------|----------------------------|
| Total Liabilities and Net Assets | <u><u>\$ 1,941,513</u></u> |
|----------------------------------|----------------------------|

See accompanying Notes to Financial Statements.

**URBAN MONTESSORI CHARTER SCHOOL
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2021**

| | Without Donor Restriction | With Donor Restriction | Total |
|---------------------------------|------------------------------|---------------------------|---------------------|
| REVENUES | | | |
| State Revenue: | | | |
| State Aid | \$ 2,282,375 | \$ - | \$ 2,282,375 |
| Other State Revenue | 518,896 | - | 518,896 |
| Federal Revenue: | | | |
| Grants and Entitlements | 328,684 | - | 328,684 |
| PPP Loan Forgiveness | 729,014 | - | 729,014 |
| Local Revenue: | | | |
| In-Lieu Property Tax Revenue | 1,066,151 | - | 1,066,151 |
| Contributions | 239,659 | - | 239,659 |
| Other Local Revenue | 77,471 | - | 77,471 |
| Total Revenues | <u>5,242,250</u> | <u>-</u> | <u>5,242,250</u> |
| EXPENSES | | | |
| Program Services | 3,589,459 | - | 3,589,459 |
| Management and General | 511,201 | - | 511,201 |
| Fundraising | 11,004 | - | 11,004 |
| Total Expenses | <u>4,111,664</u> | <u>-</u> | <u>4,111,664</u> |
| CHANGE IN NET ASSETS | 1,130,586 | - | 1,130,586 |
| Net Assets - Beginning of Year | <u>291,878</u> | <u>-</u> | <u>291,878</u> |
| NET ASSETS - END OF YEAR | <u>\$ 1,422,464</u> | <u>\$ -</u> | <u>\$ 1,422,464</u> |

See accompanying Notes to Financial Statements.

**URBAN MONTESSORI CHARTER SCHOOL
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021**

| | Program Services | Management and General | Fundraising | Total Expenses |
|------------------------------------|---------------------|---------------------------|------------------|---------------------|
| Salaries and Wages | \$ 2,470,852 | \$ 44,922 | \$ - | \$ 2,515,774 |
| Pension Expense | 286,173 | 6,349 | - | 292,522 |
| Other Employee Benefits | 257,516 | 5,713 | - | 263,229 |
| Payroll Taxes | 82,318 | 1,001 | - | 83,319 |
| Management Fees | - | 43,773 | - | 43,773 |
| Legal Expenses | - | 10,096 | - | 10,096 |
| Accounting Expenses | 34,200 | 102,113 | - | 136,313 |
| Instructional Materials | 117,199 | - | - | 117,199 |
| Other Fees for Services | 64,607 | 8,646 | - | 73,253 |
| Advertising and Promotion Expenses | 805 | 940 | - | 1,745 |
| Office Expenses | 130,230 | 8,735 | - | 138,965 |
| Information Technology Expenses | 57,576 | - | - | 57,576 |
| Occupancy Expenses | 38,825 | 182,556 | - | 221,381 |
| Conference and Meeting Expenses | 35,274 | - | - | 35,274 |
| Depreciation Expense | - | 5,242 | - | 5,242 |
| Insurance Expense | - | 64,168 | - | 64,168 |
| Other Expenses | 13,884 | 26,947 | 11,004 | 51,835 |
| | <u>\$ 3,589,459</u> | <u>\$ 511,201</u> | <u>\$ 11,004</u> | <u>\$ 4,111,664</u> |
| Total | <u>\$ 3,589,459</u> | <u>\$ 511,201</u> | <u>\$ 11,004</u> | <u>\$ 4,111,664</u> |

See accompanying Notes to Financial Statements.

**URBAN MONTESSORI CHARTER SCHOOL
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2021**

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|--|----------------|
| Change in Net Assets | \$ 1,130,586 |
| Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities: | |
| Depreciation | 5,242 |
| PPP Loan Forgiveness | (729,014) |
| Loss on Disposal of Property, Plant, and Equipment | 20,850 |
| Change in Operating Assets: | |
| Accounts Receivable - Federal and State | (485,522) |
| Accounts Receivable - Other | 7,894 |
| Prepaid Expenses and Other Assets | (27,327) |
| Change in Operating Liabilities: | |
| Accounts Payable and Accrued Liabilities | (17,802) |
| Deferred Revenues | 89,156 |
| Net Cash Used by Operating Activities | <u>(5,937)</u> |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|---------------------------------------|-----------------|
| Purchase of Equipment | <u>(44,833)</u> |
| Net Cash Used by Investing Activities | <u>(44,833)</u> |

NET CHANGE IN CASH AND CASH EQUIVALENTS

(50,770)

Cash and Cash Equivalents - Beginning of Year

589,932**CASH AND CASH EQUIVALENTS - END OF YEAR**\$ 539,162**SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING
ACTIVITIES**

| | |
|-------------------------|--------------------------|
| Forgiveness of PPP Loan | <u><u>\$ 729,014</u></u> |
|-------------------------|--------------------------|

See accompanying Notes to Financial Statements.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Urban Montessori Charter School (the School) is a California nonprofit public benefit corporation that provides public school education in Oakland, California. The mission of the School is to develop self-directed and engaged learners who are academically, socially, and emotionally prepared to succeed in any high school.

The School served grades K through 8 for the year ended June 30, 2021 and was granted its charter on October 11, 2011, under the sponsorship of the Alameda County Office of Education, pursuant to the terms of the Charter Schools Act (the Act) of 1992, as amended. The Act authorizes the formation of charter schools for the purpose among others, of developing new, innovative, and more flexible ways of educating children within the public schools system. The School is funded principally through state of California public education monies received through the California Department of Education.

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the School's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit.

Cash and Cash Equivalents

The School defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2021. Management believes that all receivables are fully collectible, therefore no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, if purchased or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset. The School capitalized all expenditures for land, buildings, and equipment in excess of \$5,000.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the School based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as temporarily restricted. Restricted contributions that are received and released in the same period are reported as unrestricted revenue. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give (those with a measurable performance or other barrier and a right of return) are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the School has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2021, the School has conditional grants of \$620,225 of which \$89,156 is recognized as deferred revenue in the statement of financial position.

Compensated Absences

The School does not allow employees to carryover unused vacation. Accordingly, there were no accumulated compensated absence benefits at June 30, 2021.

Income Taxes

The School is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The School is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The School files an exempt School return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Subsequent Events

The School has evaluated subsequent events through December 9, 2021, the date these financial statements were available to be issued.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use within one year of the statement of financial position date. Financial assets available for general expenditures are comprised of the following as of June 30, 2021:

| | |
|--|---------------------|
| Cash and Cash Equivalents | \$ 539,162 |
| Accounts Receivable - Federal and State | 1,244,055 |
| Accounts Receivable - Other | 70,276 |
| Financial Assets Available for General Expenditure | <u>\$ 1,853,493</u> |

As part of its liquidity management plan, the School monitors liquidity required and cash flows to meet operating needs on a monthly basis. The School structures its financial assets to be available as general expenditures, liabilities and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The School maintains bank accounts with one financial institution. Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At times, cash in these accounts exceeds the insured amounts. The School has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 EMPLOYEE RETIREMENT

State Teachers' Retirement System (STRS)

Plan Description

The School contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS.

The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2020 total STRS plan net assets are \$283 billion, the total actuarial present value of accumulated plan benefits is \$405 billion, contributions from all employers totaled \$6.1 billion, and the plan is 67.1% funded. The School did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826, and www.calstrs.com.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 4 EMPLOYEE RETIREMENT (CONTINUED)

State Teachers' Retirement System (STRS) (Continued)

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.21% of their salary. The School is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for year ended June 30, 2021 was 16.15% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The School's contributions to STRS for the past three years are as follows:

| <u>Year Ended June 30,</u> | <u>Required Contribution</u> | <u>Percent Contributed</u> |
|----------------------------|----------------------------------|--------------------------------|
| 2019 | \$ 356,617 | 100 % |
| 2020 | 297,343 | 100 |
| 2021 | 292,522 | 100 |

NOTE 5 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying financial statements is presented net of accumulated depreciation. Depreciation expense was \$5,242 for the year ended June 30, 2021. The components of property, plant, and equipment as of June 30, 2021 are as follows:

| | |
|-------------------------------------|------------------|
| Equipment | \$ 44,833 |
| Less: Accumulated Depreciation | <u>(5,242)</u> |
| Property, Plant, and Equipment, Net | <u>\$ 39,591</u> |

NOTE 6 OPERATING LEASES

The School entered into a facility use agreement with Oakland Unified School District (OUSD) for property in Oakland, California. Rent expense for the year ended June 30, 2021 was \$146,708. In June 2020 the School entered into a new facility use agreement with OUSD, and in August 2020 they agreed to use the Tilden/ John Swett Campus. The estimated future payment for 2022 is \$146,708.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 7 FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function(s). Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, and payroll taxes which are allocated on the basis of estimates of time and effort. Office expenses are allocated based on estimated usage and accounting expenses are allocated based on estimated units of service.

NOTE 8 PPP LOAN

On May 3, 2020 the School received a loan from Beneficial State Bank in the amount of \$729,014 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The original loan agreement was written prior to the PPP Flexibility Act of 2020 (June 5) and was due over 24 months deferred for six months. Subsequent to this, the law changed the loan deferral terms retroactively. The PPP Flexibility Act and subsequent regulations supersede the loan agreement. The PPP Loan bears interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of two years, and is unsecured and guaranteed by the U.S. Small Business Administration (SBA). Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the organization fails to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date.

In April 2021, the principal amount of \$729,014 along with accrued interest was forgiven by the financial institution and the SBA. The SBA may review funding eligibility and usage of funds for compliance with program requirements based on dollar thresholds and other factors. The amount of liability, if any, from potential noncompliance cannot be determined with certainty; however, management is of the opinion that any review will not have a material adverse impact on the School's financial position.

NOTE 9 CONTINGENCIES, RISKS AND UNCERTAINTIES

The School has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021**

NOTE 9 CONTINGENCIES, RISKS AND UNCERTAINTIES (CONTINUED)

In the prior fiscal year, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. Subsequent to year-end, the COVID-19 pandemic continues to have significant effects on global markets, supply chains, businesses, and communities. Specific to the School, COVID-19 may impact various parts of its 2022 operations and financial results, including, but not limited to, loss of revenues, additional bad debts, costs for increased use of technology, or potential shortages of personnel. Management believes the School is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are still developing.

SUPPLEMENTARY INFORMATION

**URBAN MONTESSORI CHARTER SCHOOL
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2021**

Urban Montessori Charter School (the School) is a California nonprofit public benefit corporation and is organized to manage and operate a public charter school. The School began serving students in September 2011 and is funded principally through state of California public education monies received through the California Department of Education. The School is sponsored by the Alameda County Office of Education (the Sponsor).

Charter School number authorized by the State: 1383

The Board of Directors and the Administrators as of the year ended June 30, 2021 were as follows:

BOARD OF DIRECTORS

| <u>Member</u> | <u>Office</u> | <u>Term End (2-Year Term)</u> |
|-----------------------|---------------|-------------------------------|
| Davis Leung | Chair | December 2020 |
| Loren Bentley Tammero | Vice Chair | October 2021 |
| Greg Klein | Secretary | June 2021 |
| Stacey Wang | Treasurer | December 2021 |
| Hae-Sin Thomas | Member | August 2022 |
| Christina Greenberg | Member | June 2022 |
| Jan Faraguna | Member | June 2022 |
| Olivia Couch | Member | October 2021 |

Administrators

| | |
|----------------|----------------|
| Krishna Feeney | Head of School |
|----------------|----------------|

**URBAN MONTESSORI CHARTER SCHOOL
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2021**

| | <u>Traditional Calendar Days</u> | <u>Status</u> |
|--------------|--------------------------------------|---------------|
| Kindergarten | 180 | In Compliance |
| Grade 1 | 180 | In Compliance |
| Grade 2 | 180 | In Compliance |
| Grade 3 | 180 | In Compliance |
| Grade 4 | 180 | In Compliance |
| Grade 5 | 180 | In Compliance |
| Grade 6 | 180 | In Compliance |
| Grade 7 | 180 | In Compliance |
| Grade 8 | 180 | In Compliance |

See Notes to Supplementary Information.

**URBAN MONTESSORI CHARTER SCHOOL
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

| | |
|---|--------------|
| June 30, 2021 Annual Financial Report Fund Balances (Net Assets) | \$ 1,422,464 |
| Adjustments and Reclassifications: | |
| Increase (Decrease) of Fund Balance (Net Assets): | |
| Cash and Cash Equivalents | 41,451 |
| Accounts Payable and Accrued Liabilities | (41,451) |
| Net Adjustments and Reclassifications | - |
| June 30, 2021 Audited Financial Statement Fund Balances (Net Assets) | \$ 1,422,464 |

See Notes to Supplementary Information.

**URBAN MONTESSORI CHARTER SCHOOL
NOTES TO SUPPLEMENTARY INFORMATION
JUNE 30, 2021**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the School and whether the School complied with the provisions of California Education Code.

NOTE 2 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Urban Montessori Charter School
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Urban Montessori Charter School (the School), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, cash flows, and functional expenses for the year then ended, the related notes to the financial statements, and have issued our report thereon dated December 9, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



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Board of Directors
Urban Montessori Charter School

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
December 9, 2021



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INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
 Urban Montessori Charter School
 Oakland, California

We have audited Urban Montessori Charter School's (the School) compliance with the types of compliance requirements described in the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2021. The School's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditors' Responsibility

Our responsibility is to express an opinion on the School's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the School's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with the laws and regulations applicable to the following items:

| <u>Description</u> | <u>Procedures Performed</u> |
|--|-----------------------------|
| Local Education Agencies: | |
| Attendance and Distance Learning | Yes |
| Instructional Time | Yes |
| School Districts, County Office of Education, and Charter Schools: | |
| California Clean Energy Jobs Act | Not applicable |
| Proper Expenditure of Education Protection Account Funds | Yes |



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Board of Directors
 Urban Montessori Charter School

| <u>Description</u> | <u>Procedures Performed</u> |
|---|-----------------------------|
| Unduplicated Local Control Funding Formula Pupil Counts | Yes |
| Charter Schools: | |
| Independent Study Course Based | Not applicable |
| Attendance | Yes |
| Mode of Instruction | Yes |
| Nonclassroom-based instructional/independent study | Not applicable |
| Determination of funding for nonclassroom-based instruction | Not applicable |
| Charter School Facility Grant Program | Not applicable |

Opinion on State Compliance

In our opinion, the School complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2021.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
 December 9, 2021

**URBAN MONTESSORI CHARTER SCHOOL
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2021**

All audit findings must be identified as one or more of the following categories:

| <u>Five Digit Code</u> | <u>Finding Types</u> |
|------------------------|--|
| 10000 | Attendance |
| 20000 | Inventory of Equipment |
| 30000 | Internal Control |
| 40000 | State Compliance |
| 42000 | Charter School Facilities Program |
| 43000 | Apprenticeship: Related and Supplemental Instruction |
| 50000 | Federal Compliance |
| 60000 | Miscellaneous |
| 61000 | Classroom Teacher Salaries |
| 62000 | Local Control Accountability Plan |
| 70000 | Instructional Materials |
| 71000 | Teacher Misassignments |
| 72000 | School Accountability Report Card |

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* and the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

**URBAN MONTESSORI CHARTER SCHOOL
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2021**

There were no financial statement findings in the prior year.

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URBAN MONTESSORI CHARTER SCHOOL
MEASURE G1 PARCEL TAX PERFORMANCE AUDIT
YEAR ENDED JUNE 30, 2021



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INDEPENDENT AUDITORS' REPORT

Board of Directors
Urban Montessori Charter School
Oakland, California

We have conducted a performance audit of Urban Montessori Charter School Measure G1 Parcel Tax Performance for the year ended June 30, 2021.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 2 of this report which includes determining Urban Montessori Charter School's compliance with the performance requirements for the Teacher Retention and Middle School Improvement Act Fund (Measure G1) funds. Management is responsible for Urban Montessori Charter School's Measure G1 compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of Urban Montessori Charter School to determine if internal controls were adequate to help ensure compliance with the requirements of Measure G1. Accordingly, we do not express any assurance on internal control.

The results of our tests indicated that, in all significant respects, Urban Montessori Charter School expended Measure G1 funds for the fiscal year ended June 30, 2021, only for the specific purposes identified by OUSD and approved by the voters, in accordance with the requirements of Measure G1.

The purpose of this is intended solely for the information and use of OUSD, the Board of Directors, and management of Urban Montessori Charter School, and is intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Glendora, California
October 5, 2021



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**URBAN MONTESSORI CHARTER SCHOOL
MEASURE G1 PARCEL TAX PERFORMANCE AUDIT
JUNE 30, 2021**

BACKGROUND INFORMATION

The Teacher Retention and Middle School Improvement Act (Measure G1) was authorized by an election of the registered voters of the County of Alameda. Measure G1 was established to provide a districtwide educator salary increase designed to attract/retain teachers; provide enhanced middle school art, music, languages/other programs in addition to core educational programs; improve academic achievement; provide safe, positive schools, and prepare students for college/careers in Oakland Unified School District (OUSD) schools as well as charter schools in Oakland. The funds for this measure will come from OUSD levying a tax of \$120 per parcel, providing \$12.4 million annually, for 12 years, with exemptions for senior and low-income residents.

OBJECTIVES

- Ensure proceeds and expenditures of the parcel tax are fully accounted in the books and records of the charter school.
- Ensure expenditures are in support of allowable uses as per the ballot language, separately with respect to middle school grants and salary for school site educators.
- Ensure that the charter school receiving middle school grant funding has an approved education improvement plan with the minimal requirements specified in the ballot.
- For the charter school receiving middle school grant funding, make a positive statement about the issue of supplanting versus supplementing.

SCOPE OF THE AUDIT

- The scope of our performance audit covered the fiscal period from July 1, 2020 to June 30, 2021. The sample of expenditures tested included object and resource codes associated with the Measure G1. The propriety of expenditures funded through other state, federal, or local funding sources, other than the proceeds of Measure G1, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2021, were not reviewed, or included within the scope of our audit or in this report.

PROCEDURES PERFORMED

1. We obtained parcel tax expenditure detail reports prepared by the charter school and agreed amounts to the general ledger.
2. We haphazardly selected a sample of 42 payroll related expenditures totaling \$67,421 or 99% of \$68,259 allocated to the total salary increase for school site educators and obtained and reviewed the necessary supporting documentation of payroll registers to satisfy ourselves that they were only to provide raises to "school site educators," as the term was used in the ballot text. We also tested payroll benefits for reasonableness using a 30% estimate of base salary (20% PERS/STRS and 10% other benefits).
3. We ensured the same percentage (2.25%) increase in salary was applied to all school site educators.

**URBAN MONTESSORI CHARTER SCHOOL
MEASURE G1 PARCEL TAX PERFORMANCE AUDIT
JUNE 30, 2021**

PROCEDURES PERFORMED (CONTINUED)

4. We did not review the nature of the expenditures incurred by the charter school for the middle school grant funding, and review source documents as appropriate, to ensure they were within the specific purpose of the ballot language as the school did not receive this funding.
5. We did not verify if the parcel tax middle school grant is funding supplemental activities by performing the following procedures. Ascertain if funds were used to provide services, which were legally required to be made available by virtue of being a school. Also, perform procedures to ascertain whether the parcel tax funded services that were previously provided with another funding source as the school did not receive this funding.
6. We did not obtain the approved education improvement plan for the charter school receiving the middle school grant and perform the following procedures. Ensure the plan contains the minimal elements required by the ballot. Verify if the actual parcel tax expenditures are consistent with the approved plan as the school did not receive this funding.
7. We examined supporting documentation to validate the amount of Measure G1 Parcel Tax revenues received.

FINDINGS AND RESPONSES

None noted.

**URBAN MONTESSORI CHARTER SCHOOL
MEASURE G1 PARCEL TAX PERFORMANCE AUDIT
JUNE 30, 2021**

SCHEDULE OF INCOME STATEMENT ACCOUNTS FOR THE YEAR ENDED JUNE 30, 2021

Measure G1 Revenues:

| | | |
|--------------------------------|----|--------|
| Measure G1 Parcel Tax Revenues | \$ | 59,584 |
|--------------------------------|----|--------|

Measure G1 Expenditures:

| | | |
|---------------------------------|--|--------|
| Raises to School Site Educators | | 68,259 |
|---------------------------------|--|--------|

| | | |
|--------------------|--|--------|
| Total Expenditures | | 68,259 |
|--------------------|--|--------|

| | | |
|--|-----------|----------------|
| Revenues less Expenditures - Measure G1 | \$ | (8,675) |
|--|-----------|----------------|

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Cover Sheet

Vote on in-lieu of Proposition 39 lease at 4551 Steele Street

Section: III. Finance Committee
Item: D. Vote on in-lieu of Proposition 39 lease at 4551 Steele Street
Purpose: Vote
Submitted by:
Related Material: Urban Montessori FUA 22-24.pdf

**FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
URBAN MONTESSORI CHARTER SCHOOL**

This FACILITIES USE AGREEMENT (“Agreement”) is by and between the OAKLAND UNIFIED SCHOOL DISTRICT (“OUSD” or “District”), a California public school district and Urban Montessori (“Charter School”), a California non-profit public benefit corporation, for use of classroom space for educational purposes. District and Charter School may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter properly approved pursuant to California law;

WHEREAS, Charter School properly made a timely request for facilities to District under Proposition 39, Education Code section 47614, and implementing regulations, as may be amended from time to time (collectively, “Proposition 39”) for the 2022-2023 school year;

WHEREAS, under this Agreement, Charter School acknowledges that it is not necessarily receiving the exact number of rooms and/or square footage (e.g., number of teaching stations; specialized classroom space) for which it is eligible under Proposition 39 and, via this Agreement, Charter School is waiving its right under Proposition 39 to be provided with such rooms and/or square footage for the 2022-23 and 2023-2024 school years;

WHEREAS, District and Charter School enter into this Agreement wherein District and Charter School mutually agree that, during the 2022-23 and 2023-24 school years, Charter School will occupy classrooms and use facilities (“Premises”), as particularly described in Exhibit A, located at: 4551 Steele St, Oakland, CA 94619; and

WHEREAS, the purpose of this Agreement is to satisfy any and all District obligations to provide facilities for Charter School, including (but not limited to) those under Proposition 39.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Use of Premises.** District agrees to allow use of the Premises by Charter School for the sole purpose of operating Charter School’s educational program for grade(s) TK-8 in accordance with its approved Charter Petition and this Agreement as well as all applicable federal, state, local, and District laws, regulations, and policies relating to the Premises and to the operation of Charter School’s educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement and its Charter Petition without the prior written consent of District.
 - 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls, or ceiling which endanger the

structure, or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. At all times, Charter School shall prohibit the use of tobacco products on the Premises and comply with all related federal, state, local, and District laws, regulations, and policies.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.
- 1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules, and ordinances. Charter School shall comply with District policies and District administrative regulations—as updated from time to time—regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved in writing by District. However, Charter School need not comply with policies in cases where actual District practice substantially differs from official policies, in which case Charter School shall comply with actual District practice. Where the Premises are damaged by Charter School’s invitees and/or guests and Charter School’s negligence in supervising its invitees and guests was a contributing factor, Charter School’s insurance shall be primary for this damage.
- 1.5. Charter School shall be liable for actual damages to District if Charter School does or permits anything to be done in or about the Premises or brings or keeps anything therein which in any way increases District’s existing insurance rate or affects any fire or other insurance upon the Premises, or causes a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, or if Charter School sells or permits to be kept, used, or sold on or about the Premises anything which may be prohibited by a standard form policy of fire insurance.
- 1.6. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School’s educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to District, unless Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to Charter School.
- 1.7. Charter School shall respond in a timely manner to members of the community surrounding the Premises and work to resolve any concerns or complaints about Charter

School's use of the Premises and impact on the surrounding community, including but not limited to trash removal, traffic, parking, littering, and noise.

- 1.8. In the event of an emergency, all District facilities, including the Premises, shall be available for use by the American Red Cross or public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. Whether the Premises are selected or used as emergency locations shall be at the sole discretion of District.
2. **Term.** The term of this Agreement shall be for **2 years**. The commencement date shall be July 1, 2022, ("Commencement Date"), and, unless sooner terminated under any provision herein, this Agreement shall end on June 30, 2024 ("Term"). The Charter School is already in possession of the Premises under an agreement ending June 30, 2022, and will continue in possession under this Agreement commencing July 1, 2022.

3. Use Fee and Utilities

- 3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the following rate(s) ("Use Fee"):

For 32,527 square feet: 2022-23 Proposition 39 per square foot rate during the 2022-23 fiscal year; and 1.05 times the 2023-24 Proposition 39 per square foot rate during the 2023-24 fiscal year;

- 3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by June 30.
- 3.3. District shall furnish or cause to be furnished necessary utilities to the Premises. For purposes of this Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling, and water services. District's failure to furnish or cause to be furnished such utilities when the failure is caused by (i) acts beyond the reasonable control of District, (ii) strikes, lockouts, labor disturbances, or labor disputes of any kind, (iii) any laws, rules, orders, ordinances, regulations, requirements, or any other action by federal, state, county, or municipal authority, or (iv) any other unavoidable delay shall not cause District to be in default of this Agreement and shall not result in any liability of District. Charter School shall comply with all District energy conservation policies relating to use of the Premises.
- 3.4. The Use Fee shall not include the utility charges for the Premises. Charter School shall be responsible—at its sole cost, expense, and responsibility—for the cost of all services and utilities to the Premises, including, but not limited to, heating, ventilation and air-conditioning, gas, electricity, water, telephone, internet, pest management, trash collection, sewage disposal, security and fire alarm monitoring, janitorial, fire abatement, gardening/landscaping, and interior and exterior Premises security services. Charter School shall pay the cost of all utilities and other services directly to the applicable utility

or service provider. District shall remain responsible, as set forth in Section 14 (Maintenance), for all major maintenance necessary to bring utilities to the Premises.

- 3.5. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due to District under this Agreement will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.
4. **Internet.** Notwithstanding Section 3.3, Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software, and hardware. Charter School may use any pre-existing T-1 Line located in the Premises, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from District's Technology Services Department. Charter School shall be responsible for any and all improvements to the facilities made in order to allow upgrades to utilities, and shall obtain District's prior written consent and approval for any such improvements pursuant to Section 15 (Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) of this Agreement.
5. **Furnishings and Equipment.** The furnishings and equipment to be provided by District for Charter School are those furnishings and equipment that exist at the Premises as of the effective date. Said furnishings and equipment fulfill any and all District legal obligations to under Proposition 39. Charter School is responsible for any furnishings and equipment over and above those provided by District as of the effective date. Charter School shall return all District-owned furniture, fixtures, and equipment to District in like condition at the end of the Term or upon termination under this Agreement, excepting ordinary wear and tear. Charter School shall be fully and solely responsible for costs to repair or replace any damaged furniture, fixtures, and equipment.
6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.
7. **Parking.** Charter School shall abide by District policies and regulations concerning the use of parking, including those related to the drop-off and pick-up of students. Charter School shall instruct its visitors, invitees, and guests to park on available street parking consistent with applicable laws and ordinances. Charter School shall not abandon any inoperative vehicles or equipment on any portion of District property. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees, and guests arising out of the use of parking at or near the School Site. District shall not be responsible for any damage to or

destruction or loss of any of Charter School or Charter School’s visitors, invitees, or guests’ personal property located or stored in street parking, or on District property except where caused by District’s negligence or misconduct. Charter School accepts any portion of the Premises available for parking “as is” and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to such parking.

- 8. Full Satisfaction of Proposition 39/Release of Claims.** Parties agree that this is a negotiated agreement and that upon execution of this Agreement all obligations of District to Charter School under Proposition 39 have been satisfied with respect to requests for and offers of facilities for the 2022-23 and 2023-24 school years and Charter School agrees to waive its right to bring a legal action based on any claims arising out of or relating to alleged compliance or noncompliance with Proposition 39 for the 2022-23 and 2023-24 school years. This waiver does not extend to the rights and obligations of the Parties set forth in this Agreement

9. Condition of Premises.

- 9.1. District shall not be required to make or construct any alterations—including but not limited to structural changes, additions, or improvements—to the Premises except as set forth herein. District shall remain responsible for ensuring the Premises is in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards except that Charter School, and not District, shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards in connection with any modification of the Premises by Charter School after Charter School takes possession of the Premises at the start of the Term. Charter School shall obtain District’s prior written consent and approval for any such modification pursuant to Section 15 (Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements) of this Agreement. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.
- 9.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. District warrants that the Premises may be used to operate the Charter School’s educational program. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
- 9.3. If structural damage occurs to the Premises, making the structure damaged to a lesser condition than existed on the effective date, then District will, at its sole discretion, either provide reasonably equivalent alternative facilities to Charter School to accommodate its projected in-District ADA for the remaining term of this Agreement, or repair the damage in order to bring it back to a condition which is similar to the condition which existed on the effective date. District shall provide temporary facilities to accommodate those in-District students displaced during any repair. District shall, in good faith, pro-rate the Use Fee during the “repair” period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities.

- 9.4. Charter School shall not change the locks on the building without written approval by OUSD's Buildings and Grounds Department. If Charter School chooses to change the locks on the building after such written approval, Charter School is responsible for the cost of District rekeying the building prior to vacating the site.
10. **Title to Premises.** The Parties acknowledge that title to the Premises and all associated real property is held by District.
11. **District's Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, District may provide less than two school-days' prior written notice with good cause; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall make its best efforts to give notice to Charter School immediately upon District's receipt of notification of any emergency. If District cannot provide immediate notice to Charter School despite its best efforts, it will provide notice to Charter School as soon as reasonably possible following receipt of notification of an emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.
- 11.1. If Charter School is violating the use restrictions of this Agreement or is not in material compliance with any applicable law related to its use of the Premises, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School due District (beyond any Use Fees or other payments due District), within ten (10) days of written demand.
- 11.2. If Charter School fails to perform any covenant or condition required to be performed by Charter School pursuant to this Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School. However, no such prior written notice is required in the case of emergencies. All costs incurred by District shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under this Agreement shall be paid by Charter School to District within ten (10) days of written demand. District may, during the progress of any work authorized by this Subsection (11.2), keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School by reason of making the repairs or the performance of any work.

- 11.3. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, or conduct inspections of the Premises, or any other legally permissible purposes. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.
- 11.4. Charter School expressly waives any claim for damages for any inconvenience to or interference with Charter School's educational program and for any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section (11).

12. Surrender of Premises.

- 12.1. On the last day of the Term, or upon any termination under this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims, and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims, and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 12.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect ("DSA").
- 12.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove, or dispose of such abandoned property shall be the responsibility of Charter School. If the Premises are not surrendered at the end of the Term or upon termination under this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 12.4. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon termination under this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period, subject to the limitations set forth in Subsection 12.5.

- 12.5. No payment of money by Charter School after the end of the Term or upon earlier termination of this Agreement, or after the giving of notice of termination by District to Charter School, shall reinstate, continue or extend the Term.
- 12.6. Charter School's projected in-District Average Daily Attendance ("ADA") for the 2022-23 school year, upon which the Premises are provided, is 321.70. The Parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply separately to each Proposition 39 request year covered by this Agreement, but that, in the event that overallocation occurs as defined under that regulation, District, in lieu of imposing the overallocation fee, shall only reclaim overallocated facilities, in accordance with the provisions of Title 5, section 11969.8.

13. Taxes and Assessments. Charter School shall pay any assessment on the Premises, such as any fee or tax on any improvements Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, any rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and any taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county, or other local taxing authority having jurisdiction. The provisions of this Section (13) shall survive the expiration or termination under this Agreement. Nothing in this Section (13) shall be construed to override the requirement in Section 15 (Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements) that Charter School obtain the express written consent of District to perform any improvements on the site, unless expressly permitted by this Agreement.

14. Maintenance.

- 14.1. Charter School agrees to provide, at its own cost and expense, any and all day to day upkeep and operations for the Premises, including (without limitation) routine repair, cleaning, and general maintenance. Maintenance to be provided by Charter School shall be consistent with the standards set forth by this Agreement and shall insure safe and healthful use.
- 14.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make day to day repairs at the expense of District as provided in section 1942 of the Civil Code.
- 14.3. District shall be responsible for the major maintenance of the Premises. For purposes of this Agreement, "major maintenance" includes (but is not limited to) all non-routine maintenance, replacement and repair services, including the major repair or replacement of the roof, flooring, mechanical systems (plumbing, heating, ventilation, air conditioning, electrical), exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Pursuant to Section 5 (Furniture and Equipment), Charter School shall be responsible for replacement and repair of furnishings and equipment. The District will provide temporary facilities to accommodate any in-

District students who are displaced by the major maintenance performed by the District.

15. Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements.

- 15.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from District. At the time District considers Charter School's request to construct improvements on the Premises, District will inform Charter School, in writing, whether it will require Charter School to remove Charter School Improvements at the expiration or earlier termination of the Term.
- 15.2. Charter School shall, at its expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act (Government Code section 21000 *et seq.*) ("CEQA"), the Field Act (Education Code section 17280 *et seq.*), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse District for any and all reasonable costs and expenses related to achieving compliance with CEQA.
- 15.3. Any modifications to the Premises, including (without limitation) construction, creation of gardens, painting, and addition of play structures or shade structures, must be approved in writing in advance by District's Buildings and Grounds Department, and such approval shall not be unreasonably withheld, conditioned, or delayed. Charter School's contractor must be approved in writing in advance by District, and such approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be: duly licensed in the State of California; bonded as required by law; maintain levels of casualty, liability, and workers' compensation insurance; and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to Charter School's Improvements including (without limitation): issuing requests for proposals to obtain competitive pricing as required by law; adhering to prevailing wage laws; making best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhering to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.
- 15.4. Under all circumstances, Charter School must seek and receive approval from DSA for any of Charter School's Improvements if required by DSA.

- 15.5. Notwithstanding any other provision herein, Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of District.
- 15.6. Charter School shall, at all times, indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, for the benefit of, or on behalf of Charter School within the Premises, and from the cost of defending against such claims, including (without limitation) attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall:
 - 15.6.1. Record a valid Release of Lien; or
 - 15.6.2. Deposit sufficient cash with District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or
 - 15.6.3. Procure and record necessary bonds that frees the Premises and all associated real property from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, Charter School shall be deemed to be in default of this Agreement, which shall be subject to immediate termination.

- 15.7. If required by District at the time it approves Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any termination under this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the Premises or other District property caused by removal of Charter School's Improvements and restore the Premises and all other District property damaged by the removal to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (i) accept ownership of Charter School's Improvements with no cost to District, or (ii) remove Charter School's Improvements at Charter School's sole expense. If District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of written demand.
16. **Safety of Premises.** Charter School specifically acknowledges, understands, and agrees that District is neither responsible for, nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises. Charter School is responsible

for safety and security systems, monitoring, and protocols, and as a result, the District's police and security costs will not be included in the pro rata share used to calculate the Use Fee.

17. Incident/Accident/Mandated Reporting.

17.1. Charter School shall notify OUSD, via email pursuant to Section 23 (Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include (without limitation) an accident or incident that involves serious injury or death or referral to law enforcement, possible or alleged criminal activity, or possible or actual closure due to a communicable disease such as COVID-19.

17.2. Charter School agrees to comply with all applicable federal, state, local, and District laws, statutes, ordinances, regulations, orders, and directives, regardless of form, with respect to COVID-19 health and safety requirements, guidance, and protocols, including but not limiting to proper face coverings, vaccination status, social distancing, hygiene practices, and maintenance of required cohorts, if applicable.

17.2.1. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to notify District, via email pursuant to Section 23 (Notices), within twelve (12) hours if any employee, contractor, subcontractor, agent, representative, or student of Charter School tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Charter School possible COVID-19 exposure.

17.2.2. If District uses the property on which Premises is located (regardless of whether Charter School and District share indoor space), Charter School agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees and students to any employee, contractor, subcontractor, agent, representative, or student of Charter School and information necessary to perform contact tracing.

17.3. To the extent that an employee, subcontractor, agent, or representative of Charter School is included on the list of mandated reporters found in Penal Code section 11165.7, Charter School agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

17.4. Charter School shall bear all costs of compliance with this Section (17).

18. Fingerprinting and Criminal Background Verification. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 44237, 44830.1, and 45125.1 and other applicable statutes or regulations.

19. Default and Termination.

- 19.1. Charter School's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:
- 19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees, payments, or indebtedness identified or required by this Agreement where such failure continues for fifteen (15) days after written notice, provided that such a notice shall not be exclusive to, and shall be cumulative to, the procedure set forth under Code of Civil Procedure Section 1161.
 - 19.1.2. The revocation or non-renewal of Charter School's charter by their authorizer. Charter School shall not be deemed in default while any administrative, non-judicial appeals are pending under Education Code section 47605 *et seq.* as amended from time to time.
 - 19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.
 - 19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises. A move by Charter School to provide only virtual instruction as a result of Charter School students' or employees' quarantine due to exposure to, or infection with, COVID-19 or pursuant to local or state public health guidance or order shall not be deemed abandonment for purposes of this Paragraph (19.1.4).
 - 19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of this Agreement of a petition to have Charter School or any guarantor of this Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of this Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Charter School's assets located at the Premises, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution, or other judicial

seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

19.1.6. The making or furnishing by Charter School of any warranty, representation, or statement to District in connection with this Agreement, which is false or misleading in any material respect when made or furnished.

19.1.7. The assignment, subletting, or other transfer, or any attempted assignment, subletting, or other transfer, of this Agreement.

In the event of one or more of such defaults by Charter School, District shall have the right, in addition to all other rights available to District under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a notice of termination. Upon termination of this Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees or payments which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

19.2. District's Default. District shall not be in default of any of its obligations under this Agreement, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed, provided that nothing in this provision shall be construed so as to nullify, supersede, or render inapplicable to any such self-help remedies the requirement that any Charter School's Improvements require express prior written consent from District.

Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If District defaults hereunder after receipt of Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed, provided that nothing in this provision shall be construed so as to nullify, supersede, or render inapplicable to any such self-help remedies the requirement that any Charter School's Improvements require express prior written consent from District.

19.3. Termination. Upon notice, either Party may terminate this Agreement as permitted herein. Notice of Termination shall be effective thirty (30) days after notice is revived. Upon termination of this Agreement, District may recover from Charter School the worth at the

time of award of the unpaid Rent and any other accrued fees or payments which are due at the time of termination. Charter School shall vacate the Premises no later than the effective date of termination.

- 20. Reciprocal Indemnification.** District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District.

Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release, and protect District, its affiliates, successors, and assigns as well as its officers, board members, other members, partners, agents, representatives, and employees ("District Indemnified Party" or "District Indemnified Parties") and hold District Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

- (a) Any default by Charter School in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Charter School's part to be observed or performed;
- (b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); or
- (c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Charter Indemnified Party" or "Charter Indemnified Parties") and hold Charter Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

- (d) Any default by District in the observance or performance of any of the terms, covenants or conditions of this Agreement on District's part to be observed or performed;
- (e) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and
- (f) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement. The applicable Party shall, upon receiving a proper request by a District or Charter Indemnified Party, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on all of the following terms and conditions:

- (g) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.
- (h) Such defense shall be conducted by reputable attorneys retained by District or Charter Indemnifying Party and approved by the other Party if choice of counsel is included in the relevant insurance policy, and with the prior written approval of all District and Charter Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at District or Charter Indemnifying Party's sole cost and expense. In the event the interests of District or Charter Indemnifying Party and any such District or Charter Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility or the retention of separate counsel for each of District or Charter Indemnified Parties involved in the action, District or Charter Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel.
- (i) District or Charter Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened, or commenced (whether or not served) against Indemnifying Party, or any of the board members, directors, officers, agents, or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section (20) shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

- 21.1. As specified in this Section 21, Charter School is to purchase and maintain insurance with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

- 21.2. Charter School acknowledges that any insurance maintained by District will not insure any of Charter School's property or improvements made by Charter School.
- 21.3. Charter School shall, at Charter School's expense, obtain and keep in force, during the term of this Agreement, a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Two Million dollars (\$2,000,000) for bodily injury or death and property damage as a result of any one occurrence and Five Million dollars (\$5,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of Two Million dollars (\$2,000,000). The insurance carrier, deductibles, and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

- 21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of all buildings and improvements located on the site of the Premises (including those not part of the Premises) as of the Commencement Date. District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to Charter School's personal property or alterations or improvements constructed by Charter School).

Charter School shall make no use of or permit any use to be made of the Premises and Charter School shall take no action or permit any action to be taken that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and casualty insurance covering the Premises' buildings or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of

Charter School (other than based only on Charter School's occupancy of the Premises) shall be charged to Charter School.

- 21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.
22. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval from District. District's approval shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with all applicable state, local, and District legal requirements pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of this Agreement, Charter School shall remove any signs which it has placed on the Premises and District property, and shall repair any damage caused by the installation or removal of Charter School's signs.
23. **Notice.** Any notice required or permitted to be given under this Agreement must be sent via email to the below address and may also be given or served in person or sent via the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

DISTRICT:

Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:

Urban Montessori
4551 Steele St
Oakland, CA 94619

Any notice personally given or sent by email 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 certified or registered mail shall be effective three (3) days after deposit in the United States mail.

24. **Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer, or encumber this Agreement or sublet all or part of the Premises. 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 (24).
25. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
26. **Independent Contractor Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
27. **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. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify Charter School’s obligations under its Charter, or the its authorizer’s oversight authority.
28. **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 Alameda County.
29. **Compliance with All Laws.**
- 29.1. Charter School shall at Charter School’s expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting Charter School’s use of the Premises, and shall faithfully observe in Charter School’s use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including but not limited to CEQA and its implementing regulations in Charter School’s use of the Premises), and all District policies, rules and regulations (“Environmental Laws”).
- 29.2. The judgment of a court of competent jurisdiction, or Charter School’s admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School’s use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School’s expense, for which Charter School agrees to reimburse District on demand.
- 29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises or in connection with any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter

School shall comply with all Environmental Laws. As used herein, the term “Hazardous Materials” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term “Hazardous Materials” includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a “hazardous waste” pursuant to section 14 of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a “hazardous substance” pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term “Hazardous Materials Law” shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 29.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 29.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than two (2) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section (29), and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 29.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section (29).
30. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall not be entitled to recover reasonable attorneys' fees.

31. **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.
32. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
34. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
35. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
37. **Approval of Governing Board.** This Agreement shall be subject to approval by the governing boards of each Party.
38. **Authorization to Sign Agreement.** Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party that the individual is executing this Agreement and that this Agreement is binding upon that Party in accordance with its terms.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

CHARTER SCHOOL

Name: Krishna Feeney Signature: [Handwritten Signature]
Position: Head of School Date: 1/18/22

OUSD

Name: _____ Signature: _____

Position: Board President Date: _____

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: _____

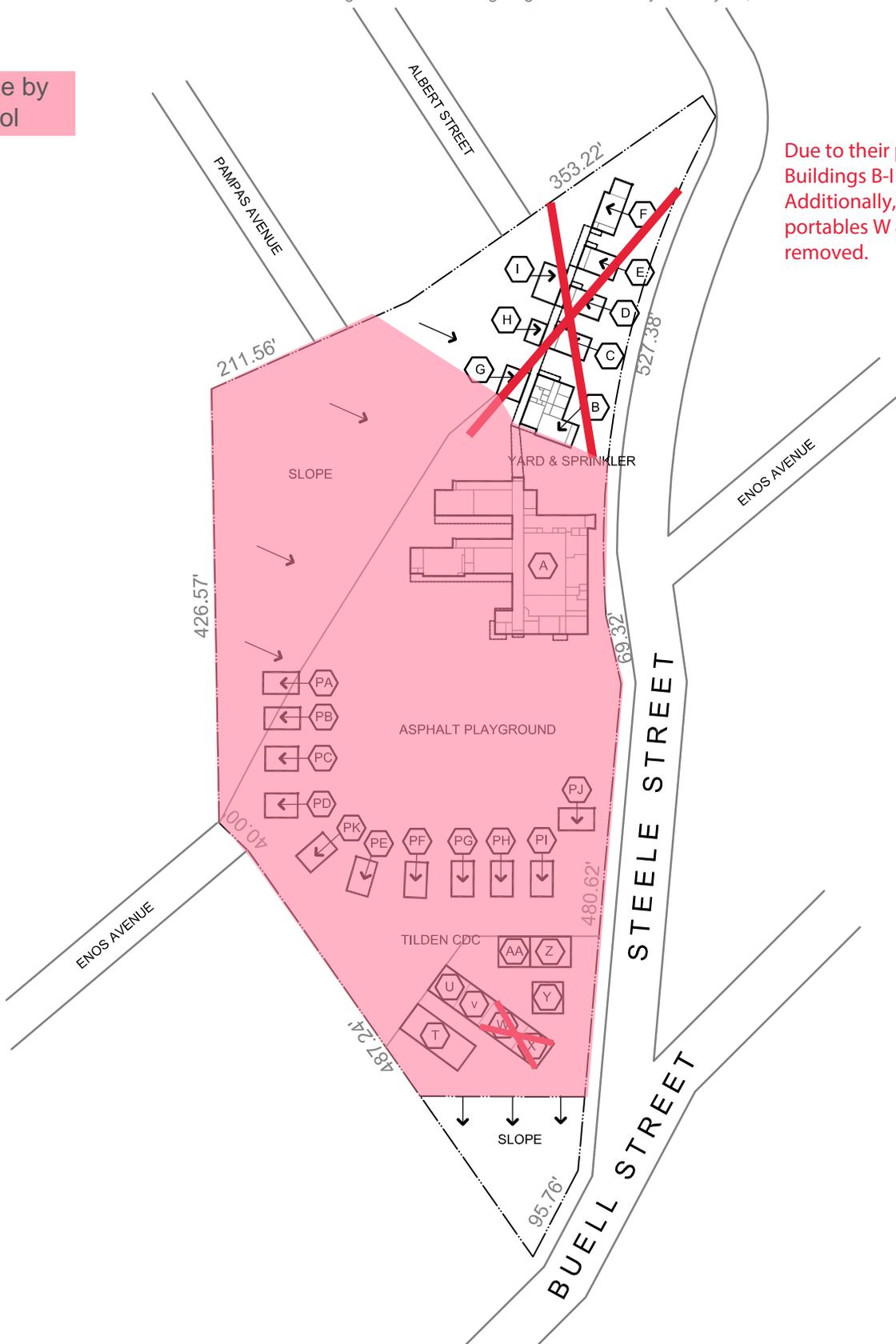
Template approved as to form by OUSD Office of the General Counsel.

Exhibit "A"
DESCRIPTION OF PREMISES

The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached maps.

Exclusive use by charter school

Due to their poor condition, Buildings B-I are not included. Additionally, as indicated, portables W & X have been removed.



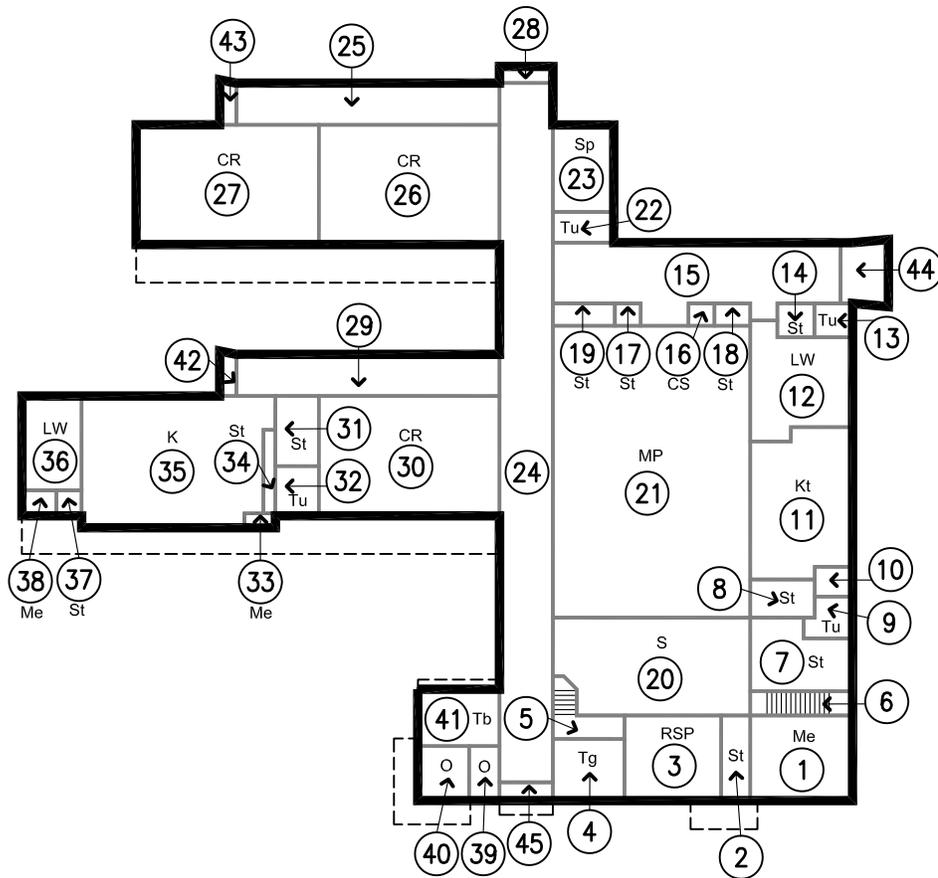
SITE PLAN

156 - JOHN SWETT ELEMENTARY SCHOOL
4551 STEELE STREET, OAKLAND, CA 94619-2743



Date: 1/18/2013

Scale: 1"=150'-0"



BLDG A - 1ST FLOOR PLAN

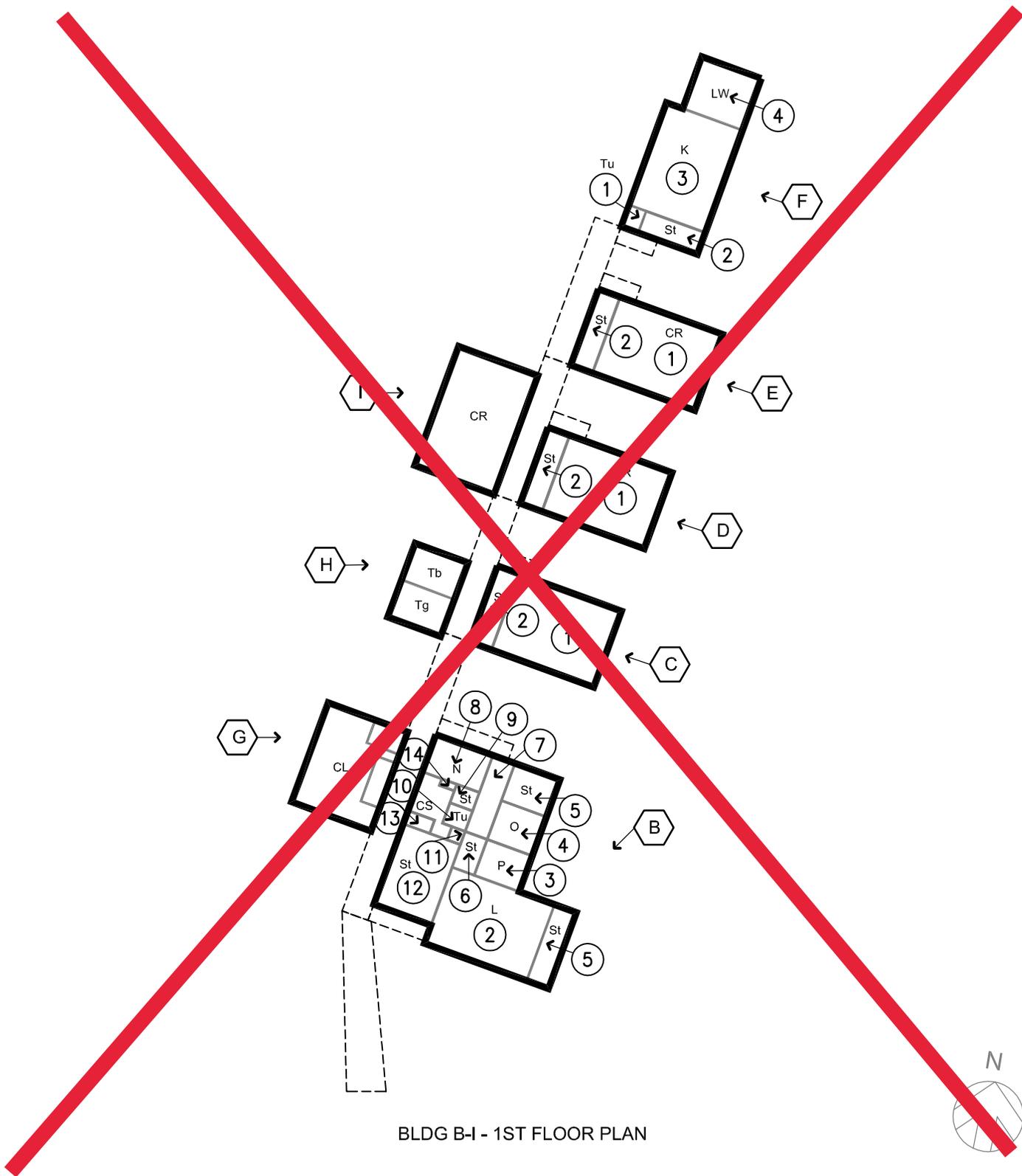


BLDG A - 1ST FLOOR PLAN
156 - JOHN SWETT ELEMENTARY SCHOOL
 4551 STEELE STREET, OAKLAND, CA 94619-2743



Date: 1/18/2013

Scale: 1"=40'-0"



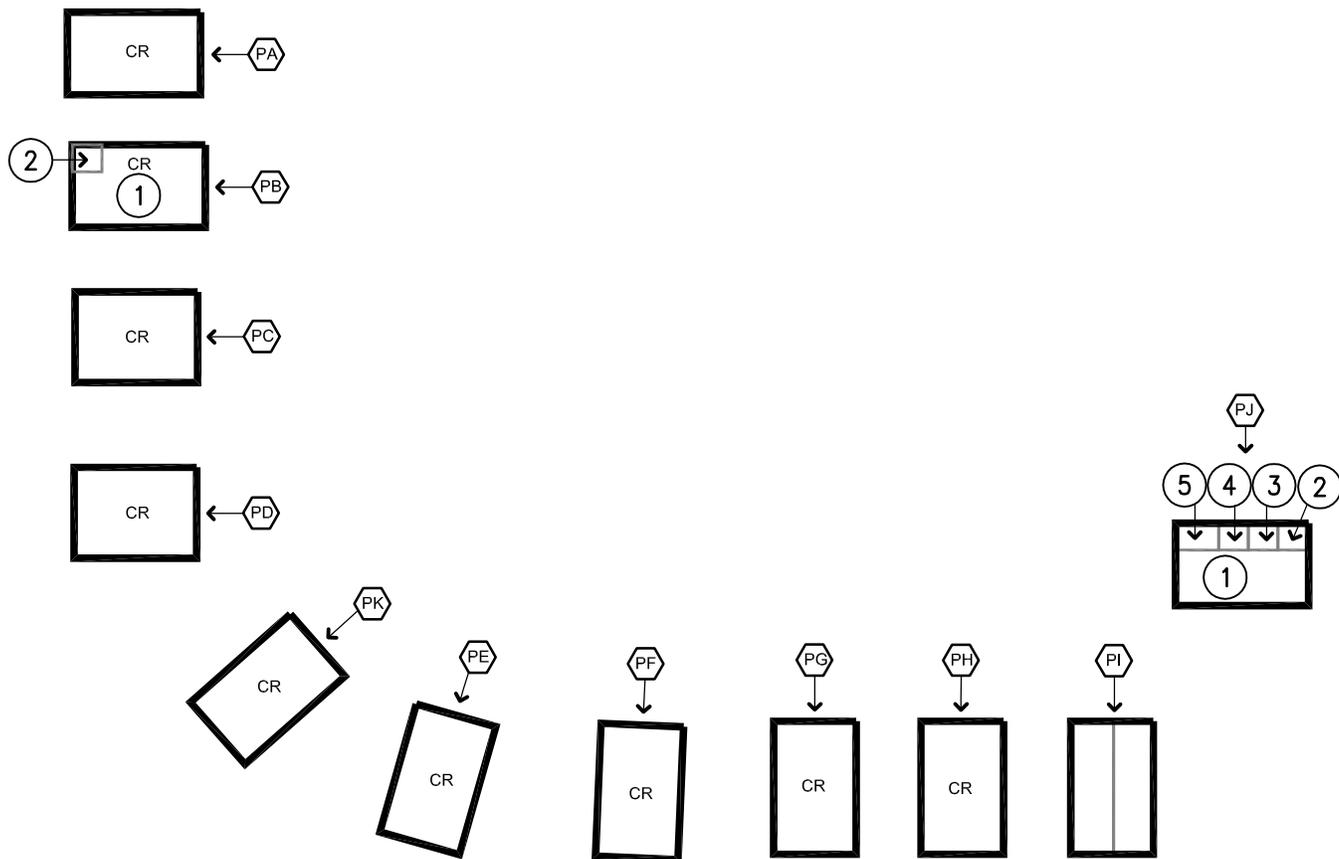
BLDG B-I - 1ST FLOOR PLAN

156 - JOHN SWETT ELEMENTARY SCHOOL
4551 STEELE STREET, OAKLAND, CA 94619-2743

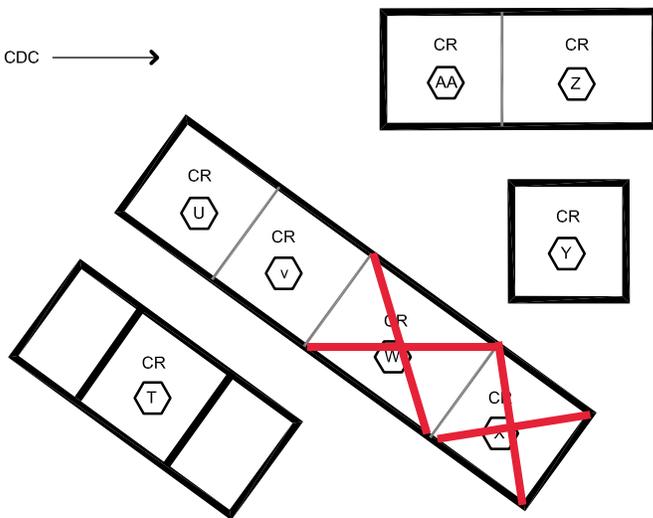


Date: 1/18/2013

Scale: 1"=40'-0"



TILDEN CDC →



BLDG PORT A-J & CDC - 1ST FLOOR PLAN



BLDG PORT A-J & CDC - 1ST FLOOR PLAN
156 - JOHN SWETT ELEMENTARY SCHOOL
 4551 STEELE STREET, OAKLAND, CA 94619-2743



Date: 1/18/2013

Scale: 1"=50'-0"

Cover Sheet

Discussion Item - Committee Report

| | |
|--------------------------|---------------------------------------|
| Section: | V. Family Advisory Council |
| Item: | A. Discussion Item - Committee Report |
| Purpose: | Discuss |
| Submitted by: | |
| Related Material: | 2022-1-27 FAC Board Report.pptx.pdf |



FAC Report

Regular UMCS Board Meeting
January 27, 2022



FAC Meetings/Events

- Recent:
 - The FAC met on Dec 14th and Jan 11th; we continue to have a variety of attendees, with new people at every meeting.
 - Campus Beautification Day on December 11th
 - Staff Appreciation Lunch on December 15th.

FAC Meetings/Events, continued

- Upcoming:
 - Next week: The Great Kindness Challenge and Spirit Week
 - February 5th, 10am: Dr. Rachelle Rogers-Ard's 3rd parent education class: Whiteness and Caste
 - February 8th, 7:30pm: FAC Meeting
 - Morning Coffee should resume in February

Fundraising Updates

- The Winter Auction raised over \$7000!
- Upcoming fundraiser
 - Cards for a Cause: January 31-February 11th
 - Spring Auction: details to come.
 - Plant & Bake sale: April 23rd
 - Walkathon: May - details to come.

FAC Future Planning

- FAC Meetings are calendared through the rest of the school year!
- Support upcoming workshop with Dr. Rogers-Ard
 - April 19, 5:30-7pm - Anti-Blackness and the silencing of children and adults in schools

Cover Sheet

Approve Minutes from December 2, 2021 Regular Meeting

Section: VII. Other Business
Item: B. Approve Minutes from December 2, 2021 Regular Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on December 2, 2021

APPROVED



Urban Montessori Charter School

Minutes

Regular Board Meeting

Date and Time

Thursday December 2, 2021 at 6:15 PM

Location

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to board@urbanmontessori.org to be shared by the Board's Secretary during the meeting.

<https://us02web.zoom.us/j/5102904005?pwd=M1kxU2hXSzRSN1dCL3QwYVEzdkJ3Zz09>

Meeting ID: 510 290 4005; Passcode 5102904005

Additional teleconference locations: 1623 Sunhill Ct, Martinez, CA 94553; 3125 School Street, Oakland, CA 94602; 5701 Oak Grove Ave, Oakland, CA 94618

This meeting will be audio recorded. The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Members: Jan Faraguna, Kara Fortuna, Christina Greenberg, Greg Klein, Davis Leung, Maru Salazar, Stacey Wang

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

Directors Present

D. Leung (remote), G. Klein, J. Faraguna (remote), K. Fortuna

Directors Absent

C. Greenberg, M. Salazar, S. Wang

Guests Present

K. Feeney

I. Opening Items

A. Call the Meeting to Order

D. Leung called a meeting of the board of directors of Urban Montessori Charter School to order on Thursday Dec 2, 2021 at 6:18 PM.

B. Record Attendance

C. Review of Action/Discussion Items

No changes needed.

D. Board and Community Appreciations

Greg appreciated Stacey for her Board Service.
Jan appreciated Stacey for her Board Service.
Kara appreciated the Fundraising Committee.
Sarah appreciated the opportunity to join the Board.
Greg appreciated new and prospective board members and Sita for her new FAC leadership.
Daniel appreciated teachers for their continued enthusiasm.
Greg appreciated teachers for great conferences.
Krishna appreciated Marcela for support with traffic.

E. Board Member Comment

None.

F. Presentations from the Floor

No public comment on items not on the agenda.

II. Head of School Report

A. Head of School Report

Krishna shared her Head of School report, including recent and upcoming events: online auction, free COVID-19 testing, our attempt to host a vaccine clinic (if we get to 50 sign-ups), Winter Break, and Staff PD Day on Jan 3, 2022.

Daniel shared instructional updates that included coaching conversations with teachers looking at recent DIBELS, NWEA data with teachers, as well as student work and classroom observations.

Daniel shared about the work to support the Amethyst classroom to shift the schedule to structure a bit more to maintain small student:teacher ratio, and to increase teacher prep to

be ready with new lessons. Work to clarify and codify systems for transitions, lunch, recess, and in the classroom, along with communication.

Krishna shared recent enrollment numbers for this year, up to 357 as of today. 65 applications received so far for 2022-2023, mostly in TK and K. Outreach underway at HeadStart, and hosting tours here virtually.

Krishna shared information about OUSD's COVID-19 mandate for students 12 years old before December 1, 2021. Operations staff are supporting all families with students subject to the mandate to help. As of last night's OUSD Board meeting, it looks like enforcement of the new policy will be delayed until the end of January 2022. The school currently needs to make contact with eight remaining families whom we haven't yet made contact with on this issue.

Krishna shared staffing updates and that Coach Kelly resigned just before Thanksgiving. Two interviews are scheduled for tomorrow for PE and 2 applications for ELD specialists. Interim staffing plans are already in place. And staff recruitment for 2022-2023 begins in January 2022!

Kara asked about instructional materials in middle school. Daniel shared that he met with an organization just today to start a pilot of new curricular materials in language arts. Also using math materials that Daniel and Krishna used in the past.

Sarah asked about TK/K enrollment, and Daniel responded about recruiting from HeadStarts, and Krishna shared that it's a lot of word of mouth. We get applications from all over the city.

No other discussion or public comments.

III. Finance Committee

A. Discussion Item - Committee Report, including year to date financial report

Greg shared this month's report from the Finance Committee. Forecasted operating income as of the end of October improved over the previous months. The budget deficit projection was reduced from \$160k to \$91k. Cash on hand continues to be forecasted at 3 months of expenses. Likely that the deficit will continue to shrink as some sources of funding may be added to the budget as we get more clarity from the state.

Greg shared that the finance committee reviewed the first interim report data. The board will be voting on the first interim report on this year's budget later in today's meeting.

Greg shared an overview of a long-term operating budget model produced without any one-time funds. Model is built on a student count of 429 students years from now (2025-2026). This extends the trend of UMCS students staying longer and actually reduces the number of our classrooms by one. Enrollment modeling is

here: https://docs.google.com/spreadsheets/d/1_SrQev7CKOHosHcAu4C9hhesXBF1f9YFjqzJ6MNIUSA/edit#gid=1667473348

Greg shared that the committee reviewed the Educator Effective Plan and discussed the audit as well.

Deb commented that having a facility plan in place helps long term budget planning.

No other discussion or public comments.

B. Vote First Interim Report on 2021-2022 budget

G. Klein made a motion to approve the first interim report.

K. Fortuna seconded the motion.

Jan asked about the template not being ready. Greg responded that on advice from Edtec, we can approve the underlying numbers/information, they can then populate the template when it's ready, and if County wants us to re-approve, we can do that later. There was no other discussion or public comment.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Wang Absent
K. Fortuna Aye
D. Leung Aye
J. Faraguna Aye
M. Salazar Absent
G. Klein Aye
C. Greenberg Absent

C. Vote on Educator Effectiveness Plan

J. Faraguna made a motion to approve the educator effectiveness plan.

G. Klein seconded the motion.

Greg shared an overview of the plan and how feedback was incorporated to add more details for Focus Area #2. No other discussion or public comments.

The board **VOTED** unanimously to approve the motion.

Roll Call

C. Greenberg Absent
K. Fortuna Aye
G. Klein Aye
M. Salazar Absent
S. Wang Absent
D. Leung Aye
J. Faraguna Aye

D. Vote to Accept the Financial Audit for 2020-2021

Greg and Krishna explained the audit is still being prepared, not yet received. So we cannot take action tonight to accept it. Audit on target to be completed by 12/15/2021. We will take action on the audit in January. The Measure G1 audit was received and there were no findings. The Board can take action to accept the G1 audit when we also take action on the regular audit.

No other discussion or public comment.

IV. Academic Oversight Committee

A. Discussion Item - Committee Report

Jan shared an NWEA MAP analysis from Fall assessment. 53% of students are scoring average or above in Math. 63% of students are scoring average or above in Reading. Scores are higher than last Spring, but not yet recovered from the prior Fall (when it was administered remotely).

In Math, younger students are more likely to score average or above than older students.

For Growth, 36% of students met fall-fall targets in Math and 33% of students did so in Reading. Seeing lower growth rates than we had prior to the pandemic.

Gaps between White, Black, Latinx, or Two or More races exist in both ELA and Math. Instructional coaching acknowledges these data, teachers have all this data, and families have received reports. Work is already well underway to support students currently not hitting growth targets. Winter testing starts at the end of January. Average test times were very good.

Jan invited all to the December committee meeting.

Donald asked about trends from students new to UMCS and students who entered earlier. Jan responded that she can do that analysis. Donald asked about work underway to support Black and Latinx students to achieve on this assessment as well as any other groups of students. Daniel shared about work underway with two new teacher working groups on instructional practices and also on outreach to families with additional resources including before their student would enroll.

No other discussion or public comments on this item.

V. Family Advisory Council

A. Discussion Item - Committee Report

Kara shared the FAC report, including updates from recent FAC meetings and Dr. Rogers-Ard's most recent parent information night. Kara shared upcoming events, which are all on the School Calendar. The online auction has begun and looking at a few new virtual fundraisers later this year. And FAC meetings are calendared through the rest of the year, along with upcoming workshops with Dr. Rogers-Ard.

Sita shared about parent enthusiasm for volunteering, just hard when larger in-person gatherings are still difficult.

Donald asked about joining meetings. Sita responded about emailing her and joining any of the committees in ParentSquare.

No other questions or public comments.

VI. Executive & Governance Committee

A. Discussion Item: Committee Updates, including candidates for board service, Form 700, and training

Greg shared the committee report, including the committee reviewing OUSD's COVID-19 vaccine mandate for students. The committee discussed the process for Head of School evaluation process. There were no changes to the process. Krishna will begin mid-year reflection either in January. Finally, in terms of board membership, Stacey Wang will finish her second term on the board at the end of December. Sarah Morrill nomination is recommended by the committee for a new term beginning January 2022.

Greg reminded Board members about Forms 700, Board Clearance, welcoming those interested in board service to reach out and join meetings and start participating.

No other discussion or public comments.

B. Vote on Board Membership Term for Sarah Morrill

G. Klein made a motion to nominate Sarah Morrill for a 2-year term starting January 1, 2022.

K. Fortuna seconded the motion.

Greg shared that Sarah has been attending board meetings for the past couple of months.

Sarah made a brief statement. She work and led at Lazear Charter Academy for 5.5 years. She has been in education since she graduated college. Went back and got her MBA at UC Berkeley. Currently works at a non-profit helping scientists bring their environmental discoveries to market. Sarah has two children and lives in the neighborhood surrounding the school.

No other discussion or public comment.

The board **VOTED** unanimously to approve the motion.

Roll Call

D. Leung Aye
M. Salazar Absent
S. Wang Absent
J. Faraguna Aye
G. Klein Aye
C. Greenberg Absent
K. Fortuna Aye

C. Board and committee officers and members

G. Klein made a motion to make Kara a member of the academic oversight committee starting immediately.

J. Faraguna seconded the motion.

No discussion or public comments.

The board **VOTED** to approve the motion.

Roll Call

S. Wang Absent
C. Greenberg Absent
D. Leung Aye
G. Klein Aye
J. Faraguna Aye
M. Salazar Absent
K. Fortuna Abstain

G. Klein made a motion to Maru joins the finance committee as of January 1, 2022.

K. Fortuna seconded the motion.

Greg shared that Maru will accept this nomination. No other discussion or public comment.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Wang Absent
J. Faraguna Aye
G. Klein Aye
D. Leung Aye
C. Greenberg Absent
M. Salazar Absent
K. Fortuna Aye

G. Klein made a motion to Sarah joins the academic committee as of January 1, 2022.

K. Fortuna seconded the motion.

No other discussion or public comment.

The board **VOTED** unanimously to approve the motion.

Roll Call

G. Klein Aye
C. Greenberg Absent
D. Leung Aye

Roll Call

S. Wang Absent
J. Faraguna Aye
K. Fortuna Aye
M. Salazar Absent

Greg happily resigned from Academic Committee effective after December 31, 2021.

D. Leung made a motion to make Greg Treasurer of the board, which is also Chair of the Finance Committee, starting January 1, 2022.

K. Fortuna seconded the motion.

Greg shared that Davis is ineligible to serve as Chair and Treasurer at the same time per our bylaws. Greg encouraged Maru to be Treasurer but she would prefer not to at this time. No other discussion or public comment.

The board **VOTED** to approve the motion.

Roll Call

K. Fortuna Aye
M. Salazar Absent
S. Wang Absent
J. Faraguna Aye
G. Klein Abstain
C. Greenberg Absent
D. Leung Aye

VII. Other Business

A. Oakland and California Updates

Greg shared a few updates. First reminding everyone about OUSD's COVID-19 vaccine mandate for students who are 12 before December 1, 2021 and the recent 30-day delay in enforcement. Greg shared an OaklandSide.org article with the most recent information.

Greg shared that the Governor's first draft budget will be released in January. The preliminary news is that revenue is ahead of schedule, which is generally good for school budgets.

Greg shared about the County's Letter of Going Concern issued to OUSD related to their finances, OUSD's appeal to the State Superintendent of Public Instruction, who denied the appeal. OUSD still encourages the county Superintendent to rescind her letter or that the State Superintendent grant an appeal. They are also working to have a balanced budget and they disagree with the timing of this action by the county.

No other discussion or public updates.

B. Approve Minutes from October 28, 2021 Regular Meeting

J. Faraguna made a motion to approve the minutes from October 28, 2021 Regular Board Meeting on 10-28-21.

D. Leung seconded the motion.

No questions, discussion, or public comments.

The board **VOTED** unanimously to approve the motion.

Roll Call

D. Leung Aye
C. Greenberg Absent
K. Fortuna Aye
M. Salazar Absent
S. Wang Absent

Roll Call

J. Faraguna Aye
G. Klein Aye

C. Action Item - Vote on General Consent Report

Tabled. No items.

D. Collect New Business items for Future Meetings

No new items.

VIII. Closed Session

A. Closed Session Items

The board went into closed session at 7:55 on two announced topics. No public comments.

1. Public Employee Performance Evaluation - Head of School
2. Conference with Real Property Negotiator (§ 54956.8)
 1. Property: 4551 Steele St, Oakland, CA 94619
 2. Agency Negotiator: Krishna Feeney, Head of School
 3. Negotiating Parties: UMCS and Oakland USD
 4. Under Negotiation: instruction to negotiator will concern price and terms

IX. Return to Open Session

A. Report out of any closed session action(s)

The board returned to open session at 8:23pm. No actions were taken.

X. Closing Items

A. Adjourn Meeting

Adjourned in honor of victims of the Ghost Ship fire, including teacher Sarah Hoda. There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:23 PM.

Respectfully Submitted,
G. Klein

Documents used during the meeting

- UMCS 1st Interim Report 2021-2022.pdf
- Urban Montessori Charter Signed Financial Report.pdf
- Morrill_Resume.pdf

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

SPECIAL PRESENTATIONS MAY BE MADE Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting UMCS at 4551 Steele Street, Oakland, CA 94619 or info@urbanmontessori.org.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or board@urbanmontessori.org. All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).