



DELIVERED BY ELECTRONIC MAIL
December 12, 2016

Dr. Richard Bagley, Superintendent
Ross Valley School District
110 Shaw Drive
San Anselmo, CA 94960

Dear Dr. Bagley,

We appreciate that, in the spirit of collaboration, the District has accepted RVC's Prop. 39 enrollment projections, and we would like to request a meeting to discuss possible solutions that would both meet the requirements in RVC's request for facilities as well as minimize impact to the District. We believe that if the District and RVC work together in the true spirit of cooperation and with the mutual goal of minimizing any facilities' impact to RVSD families, we will be able to arrive at a better solution than if both parties are working in isolation without dialogue.

To make these meetings as productive as possible, we are also requesting that the Marin Office of Education serve as mediator to make these meetings fruitful and transparent.

In your December 6, 2016 email to me responding to my November 30 request for a meeting, you stated that the RVC outstanding court complaint necessitated our continued communication through our respective counsel and expressed the hope that "at some point in the future that will not be necessary." We agree, so we have directed our counsel to withdraw the RVC complaint from Marin Superior Court, and believe by tomorrow that will be completed and your counsel so advised by our counsel.

In the remainder of this letter we will attempt to clarify:

1. The legal and financial arrangements that would make RVC locating at Red Hill a viable solution; and
2. How exactly the math would work that would allow RVC to co-locate, at least temporarily, split among two existing district elementary schools, in a way that would **not dislocate any district students** and also minimize disruption to those schools.

RED HILL LOCATION

To this end, we would like to reiterate RVC's preferred approach (stated in our Prop 39 request) to occupy the Red Hill school site from the District through a Prop. 39 "in lieu" agreement, which would include a commitment of a significant financial contribution by RVC to make the necessary improvements to the site to bring it into legal compliance. **This arrangement would be legal, and in fact many school districts and charter schools throughout the state of California have entered into similar arrangements (including the Oakland Unified School District, San Diego Unified School District, and the Jefferson Union High School District in Daly City).**

While it was the District's choice to propose leasing the Red Hill site through the surplus property process earlier this year (rather than as an in-lieu Prop. 39 arrangement), and that process only received two bidders and no lease agreements. RVC continues to note that the District does have the option to enter into such a Prop 39 permitted in lieu arrangement. The Prop. 39 regulations specifically state that "If a charter school and a school district mutually agree to an alternative to specific compliance with any of the provisions of this article, nothing in this article shall prohibit implementation of that alternative..."

Such an agreement can include any terms as the parties may negotiate within the law. Through this in-lieu agreement, **RVC has offered, and continues to offer, to fund the improvements needed to re-open the site for its use.** RVC is willing to stand by a majority of the terms we offered in our second bid last spring. These terms would include:

- RVC would pay for between \$370,000 to \$400,000 of essential improvements to the Red Hill site that are necessary before it can be used as a school, including ADA improvements and asbestos abatement, as laid out in our architect's estimate attached to our earlier bid (attached again for reference, see "Level 1" items, which are the "must-haves" for opening the school), and installation of new flooring that would be necessary after the asbestos abatement;
- In the third year of occupancy, RVC would fund between \$80,000 and \$150,000 annually (depending on how risk terms are settle in the lease) in additional improvements to the site, and the projects would be prioritized from the "Level 2" (not essential, but desired improvements) work identified in the architect's estimate from our earlier bid (attached);
- With the state facilities bond passage in November's election, RVC and RVSD should explore the possibility of pursuing state modernization funds that may be available to support further improvements to the site, either to supplant or augment those improvements funded by RVC;
- Generally, RVC is open to discussing other risk-related terms, and believes it should not be expected to take on an inequitable amount of risk.

These terms are negotiable and, as we have previously communicated, we would like to work with you to reach a mutually-agreeable solution.

In addition, we would like to address your recent request that RVC stop mentioning Red Hill as a viable site option. It is our belief that Red Hill is a viable option and the mechanism for this is the “in lieu” process provided for by Prop. 39 (please see above). For Red Hill to be viable for *opening of school in August 2017*, RVSD and RVC would have to move very swiftly in these discussions. The District has communicated that it does not view Red Hill as an option because it would be cost-prohibitive for the District to renovate it to become a “reasonably equivalent” facility. RVC has offered in its Prop. 39 request to assume responsibility for all the costs of the improvements needed to make Red Hill ready for occupancy, as well as procedural costs (e.g., traffic study, etc.) that may be needed. **RVC would not be asking RVSD to fund improvements**, and we are willing to include binding contractual terms to that effect in our “in lieu” agreement. In addition, as part of this “in lieu” lease agreement, RVC is willing to waive its future Prop. 39 rights for as long as it occupies Red Hill, as we offered on January 28 of this year.

DISLOCATING DISTRICT STUDENTS CAN BE AVOIDED BY SPLITTING RVC ON TWO CAMPUSES

Another point we would like to address is the District’s statement that displacement of students would be necessary if RVC ends up sharing District facilities and collocating on elementary sites. RVC believes there is at least one solution (in addition to Red Hill) that **would not require displacement of even one single RVSD student**.

An example of such a solution, which we outlined in our Prop. 39 request, would be RVC occupying 7 classrooms at Manor and three classrooms at Brookside next year. Due to the consolidation of MAP and the K5 programs at Manor and the transfer of three MAP teachers to other schools, their three classrooms are available. With the projected students who will move from Manor to RVC next year, another four classrooms will become available next year, making a total of seven available classrooms at Manor.

Brookside can also have three available classrooms. It currently has 3 fifth grade classes, but next year will only have two, so it will be freeing up one classroom due to this “bubble” moving out. Brookside also houses the District’s TK program, with two classrooms of TK this year. The District could move one or both TK classrooms to other campuses, freeing up one or two more classrooms. In addition to its Special Day class, Brookside also has three classrooms presently being used for various special education and resource activities. While no one claims that spreading out into these otherwise empty classrooms is a good thing, the other District elementary schools only have one for these purposes. If the District did not want to move both TK classes to other campuses (assuming it has enough TK enrollment for 2 classes next year), Brookside could consolidate these special ed and resource activities into two classrooms instead of three, freeing up one classroom. such room. This would enable RVC to occupy three classrooms at Brookside and 7 classrooms at Manor, and **not a single RVSD student would need to be displaced from his or her current K-5 school**.

We would welcome the opportunity to discuss this or other scenarios with you so that when the District makes its offer of space to RVC on February 1, it is a thoughtful process that has benefitted from the thinking of all parties to best reach a solution that minimizes impact to RVSD families, rather than a surprise that creates anxiety throughout the District.

Given the high probability that RVC will end up sharing one or more RVSD campuses at least for the start of 2017-18, we want to reassure the District that RVC is absolutely committed to working cooperatively together with you and the principals of sites we may share to foster a positive and constructive parent and staff relationship. There will be many differences compared to the MAP era. For example, RVC will have its own administrator to work with RVSD site administrators to plan out the logistical details together for sharing a site. RVC also has its own governing board subject to the Brown Act, so members of the public will always have a forum for raising concerns if they cannot be worked out at the site level for any reason. RVC leadership acknowledges many “lessons learned” from the MAP experience, and plans to conduct parent education and outreach to encourage and promote peaceful coexistence and respectful conduct; we hope that District leadership would do the same. RVC is committed to making it work and we hope RVSD leadership will join us in this commitment for the sake of our community and children. Though we may have different perspectives regarding RVC, we want to model – for the children in our community who we can both agree are the reason our organizations exist – thoughtful, respectful, and constructive cooperation and compromise so that all may have their needs met while retaining a positive campus culture.

We believe that with the help of the Marin County Office of Education, we should be able to sit down and hear each other’s concerns and work collaboratively to find a mutually agreeable facilities solution.

Respectfully,



Sharon Sagar
Board Chair
Ross Valley Charter

Attachment: Red Hill Architect Estimates

cc: Ross Valley District Trustees
Mary Jane Burke, Marin Superintendent of Schools
Ross Valley School District Parents