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**Via Email and Overnight Delivery**

Wanny Hersey  
Bullis Charter School  
102 West Portola Avenue  
Los Altos, CA 94022  
whersey@bullischarterschool.com

Re: Los Altos School District,  
2019-2020 Proposition 39 Application;  
Bullis Charter School

Dear Ms. Hersey:

The Board of Trustees ("Board") of Los Altos School District ("LASD" or "District") has considered Bullis Charter School's ("Bullis" or "Charter School") letter dated November 1, 2018, concerning a facilities request under Proposition 39 for the 2019-20 school year ("Request"). Set forth herein is the District's preliminary proposal regarding the space to be allocated ("Preliminary Offer") to Charter School pursuant to California Code of Regulations, title 5, section 11969.9(f).

**Overview of Proposition 39**

The allocation of facilities to charter schools is governed by Education Code section 47614, its implementing regulations found at California Code of Regulations, title 5, section 11969.1 *et seq.* ("Regulations"), and corresponding case law. These authorities provide for the allocation of school district facilities to charter schools that have the requisite number of in-district average daily attendance ("ADA") and meet the legal requirements in applying for such facilities. The allocation of facilities under Proposition 39 is based upon a qualifying charter school's "reasonable projection of the charter school's average daily classroom attendance by in-district students for the following year." (Ed. Code, § 47614(b)(2).) In-district charter school students are those students whose primary residence entitles them to attend schools of the district. (Cal. Code Regs., tit. 5, § 11969.2(c).) In-district charter school students do not include students eligible who attend district schools solely based upon inter-district transfer or parental employment. (*Ibid.*) As a result, the District is limited to allocating space for the Charter School's *in-district* classroom ADA, and not upon its overall enrollment or classroom ADA.

Education Code section 47614 and its implementing Regulations require that the Charter School submit certain information by November 1, 2018, to be eligible for the allocation of District facilities. In its Request, Charter School was required to present the District with its projected in-district classroom ADA for the 2019-20 school year. (Cal. Code Regs., tit. 5, § 11969.9(c).)

The District's Preliminary Offer includes: (1) projections of in-district classroom ADA on which the Preliminary Offer is based; (2) the specific location or locations of the offered space; (3) all conditions pertaining to use of District facilities, including a draft facilities use agreement ("FUA"); (4) the projected pro rata share amount and a description of the methodology used to determine that amount; (5) a list and description of the comparison group schools used in developing the Preliminary Offer; and (6) a description of the differences between the Preliminary Offer and Charter School's Request.

In preparing this Preliminary Offer, the Board considered the following factors:

- (a) The preference of Charter School that its entire student population be housed on a single, contiguous site;
- (b) Charter School's desire to locate its program at Egan Junior High School, 100 West Portola Avenue in Los Altos, California, and the requirement that the District use reasonable efforts to place the Charter School near where it wishes to locate;
- (c) Information concerning Charter School's proposed educational program to the extent deemed relevant to the assignment of facilities;
- (d) The offered facilities and whether such facilities meet the Proposition 39 definition of "reasonably equivalent" when compared to the comparison schools;
- (e) The requirement that the Charter School not be moved unnecessarily;
- (f) The District's need to maximize its real property assets for the benefit of the District's community and constituents and to balance current and future needs to house District educational programs at all of its school sites, including the requested site, with the needs of the Charter School; and
- (g) The District's obligation to consider equally the needs of in-district Charter School students with those students enrolled in-district programs, such that the allocation of facilities results in a "fair sharing" of District facilities for students attending District schools and Charter School.

### **Projected ADA Upon Which Offer is Based**

Charter School's Request projected an in-district classroom enrollment of 1058 students for the 2019-2020 school year. The purpose of Proposition 39 "is that public school facilities should be shared fairly among all public school pupils, including those in charter schools" and not an over-allocation to the charter school to the detriment of the students attending district schools. (Ed. Code, § 47614(a).) While the District views the calculations offered by Charter School as inaccurate and inflated, the District has agreed to accept Charter School's projection of 1058 enrollment and bases this Preliminary Offer on same.

However, Charter School's Request conflates two distinct concepts—student enrollment and ADA. Enrollment is simply the total number of students enrolled at a school at any given time. Similarly, in-district enrollment is the total number of in-district students enrolled at a school at any given time. By contrast, ADA is the product of student enrollment multiplied by the student attendance rate. Charter School's Request repeatedly refers to an in-district

ADA of 1058 students. Not only is an attendance rate of 100% improbable, particularly for a school of Charter School's size, Charter School has provided no documentary support to demonstrate a 100% ADA rate. Examined as a whole, it is apparent that Charter School's Request is erroneously premised upon its projected in-district *enrollment* of 1058 students and fails to set forth any projected in-district ADA for the 2019-20.

Consequently, for the purposes of this Preliminary Offer, the District accepts Charter School's projected in-district enrollment of 1058 students for the 2019-20 school year and further assumes a student attendance rate of 98%, resulting in a projected in-district ADA of 1036.84 units.

In presenting this Preliminary Offer, the District expressly reserves all prior objections and makes no waiver of the requirements and deadlines set forth in Proposition 39 or its implementing Regulations. Please also take notice that Charter School shall be responsible for any reimbursement penalties resulting from an over-allocation of space to Charter School for the 2019-20 school year. (Cal. Code Regs., tit. 5, § 11969.8).

### **Basis and Methodology for Offer of Facilities**

Education Code section 47614(b) requires that a school district "make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district."

The circumstances of this Proposition 39 request poses unique challenges. In 2014, Charter School and District waived their respective rights and obligations under Proposition 39 and entered into a five-year facilities agreement in which the Charter School agreed to controlled growth and an enrollment not to exceed 900 pupils over the five year term. The District allocated facilities to Charter School on the Egan Junior High School and Blach Intermediate School campuses for the entire five years to house Charter School. This arrangement provided stability and predictability to District and Charter School alike and District enrolled students at its other campuses based on an expectation that Charter School would be housed on these two campuses.

In entering the agreement, District and Charter School also anticipated that the District would acquire a 10th school site, which would facilitate the creation of a long term facilities agreement in lieu of Proposition 39 upon the expiration of the existing five-year agreement. The parties worked together on a bond campaign, persuading local voters to fund \$150 million to acquire new facilities and improve existing ones. Yet, after District sourced a financially beneficial opportunity to acquire a tenth site, Charter School declared that it had no interest in being placed on the site and in anticipation of the expiration of the five-year agreement, Charter School unilaterally increased its in-district enrollment by an additional 220 in-district pupils.

Charter School's sharp increase in enrollment requires the District to immediately accommodate an additional 220 Charter School pupils by the start of the next school year. In order to maintain the stability that has benefitted both the District and Charter School for the last five years, this Preliminary Offer continues to utilize the existing facilities that were allocated to house the Charter School for the last five years pursuant to the five year agreement. But because those facilities are not sufficient to house the 220 additional in-

district students that Charter School projects to add next year, the District is also allocating facilities on a third site that is best equipped to accommodate the sharp influx of students with the least adverse impact on all pupils and their families collectively in terms of relocating pupils, congestion at particular sites, traffic, and student safety considerations.

California Code of Regulations, title 5, section 11969.3, defines the process and criteria for determining whether facilities offered by a school district to a charter school are "sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending public schools of the school district providing facilities." In order to determine whether facilities are reasonably equivalent, the District compares the offered facilities to district-operated schools constituting a comparison group of schools. The District then offers facilities to Charter School that are reasonably equivalent to the comparison group in the following ways:

<b>Reasonable Equivalence Factors</b>		
	<b>Facility Characteristic</b>	<b>Regulatory Authority</b>
<b>Capacity Factors</b>	Ratio of teaching stations to ADA.	Cal. Code Regs., tit. 5, § 11969.3(b)(1)
	Specialized classroom space if such facilities are available to the district comparison group (e.g., science laboratories).	Cal. Code Regs., tit. 5, § 11969.3(b)(2)
	Non-Teaching space, which the district can share with the charter school (e.g., administrative, kitchen, multi-purpose, and/or play area space).	Cal. Code Regs., tit. 5, § 11969.3(b)(3)
<b>Condition Factors</b>	School site size.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(A)
	Condition of interior and exterior surfaces.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(B)
	Mechanical, plumbing, electrical, and fire alarm systems in condition and conformity to applicable law.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(C)
	Availability and condition of technology resources.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(D)
	Overall learning environment qualities (e.g., lighting, noise mitigation, and/or size for intended use).	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(E)
	Furnishings and equipment.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(F)
	Condition of athletic fields and/or play area space.	Cal. Code Regs., tit. 5, § 11969.3(c)(1)(G)

Reasonable Equivalence Factors	
Facility Characteristic	Regulatory Authority

Education Code section 47614(b) also requires a school district to ensure that the facilities offered to a charter school are "contiguous." Continuous facilities are those "contained on the school site or immediately adjacent to the school site." (Cal. Code Regs., tit. 5, § 11969.2(d).) But, as here, if the school district cannot accommodate a charter school's in-district ADA at any one school site, "contiguous facilities" are also "facilities located at more than one site, provided that the school district" minimizes the number of sites assigned and takes into consideration student safety. (Cal. Code Regs., tit. 5, § 11969.2(d).)

**A. Comparison School Sites**

In determining reasonably equivalent facilities for the Charter School for the 2019-2020 school year, the District used the following schools as the comparison group:

Comparison Schools		Size of Site
<b>K-6</b>	<ul style="list-style-type: none"> <li>• Almond Elementary School</li> <li>• Covington Elementary School</li> <li>• Gardner Bullis School</li> <li>• Loyola Elementary School</li> <li>• Santa Rita Elementary School</li> <li>• Springer Elementary School</li> </ul>	9.94 Acres 15.43 Acres 9.97 Acres 10.00 Acres 11.32 Acres 10.00 Acres
<b>7-8</b>	<ul style="list-style-type: none"> <li>• Blach Intermediate School</li> <li>• Egan Junior High School</li> </ul>	17.71 Acres 18.83 Acres

Site size reflects overall size of each school site.

**B. Location of Facilities**

After careful consideration, the District's Board offers facilities located at three school sites, which presents the best option for both the Charter School and District for the 2019-20 school year:

- Loyola Elementary School;
- Blach Intermediate School; and,
- Egan Junior High School.

It is well-established that a facilities allocation to co-locate schools under Proposition 39 is a "difficult and complex process" that requires consideration of numerous factors and significant flexibility. (*California School Boards Assn. v. State Bd. of Educ.* (2010) 191 Cal.App.4th 530, 548-49 ("*CSBA v. SBE*").) Balancing the competing programmatic needs for charter and district schools is "like a 'Rubik's Cube,' if 'you only have one piece that doesn't fit, you're likely to scramble the whole thing before you fix that.'" (*Westchester Secondary Charter School v. Los Angeles Unified School Dist.* (2015) 237 Cal.App.4th 1226,

1239 (“*Westchester*”).) Of course, when allocating facilities pursuant to Proposition 39, the preference is always to place a charter school on a single site. But allocation at multiple sites is permitted when a charter school cannot be reasonably accommodated on a single campus. (Cal. Code Regs., title 5, § 11969.2(d) [“If the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district school site, contiguous facilities also includes facilities located at more than one site”].) In such cases, the District must “minimize[] the number of sites in a manner consistent with the intent of the Act.” (*Ridgecrest Charter School v. Sierra Sands Unified School Dist.* (2005) 130 Cal.App.4th 986, 1006.) While it is acknowledged that Charter School wishes to be placed on the Egan Junior High site, in light of the Charter School’s size and planned growth, the impact of such placement is too great to accommodate. Egan Junior High School is one of only two District middle schools—both of which are presently partially occupied by Charter School. None of the District’s elementary schools are presently configured to house 1058 students nor do they have age-appropriate school facilities for middle school students. The only other District middle school, Blach Intermediate School, lacks sufficient capacity to accommodate all of the District’s middle school students without a build-out of additional facilities. From a practical perspective, the District likely lacks sufficient time to build-out any site District site prior to the start of the 2019-20 school. Moreover, such expenditures are inconsistent with the District’s long-term facilities objectives. Legally, the District is not required under Proposition 39 to build new facilities in order to accommodate Charter School’s preferred location. (Cal. Code Regs., tit. 5, § 11969.3(a)(4).)

So Charter School’s 1058 K-8 population cannot be housed on any single District site without displacing District students who would have no other site that could accommodate them. “A holding that the District must provide facilities a charter school requests, on demand and without regard to overcrowding or the impact on other public school students, would tip the balance too far in favor of the charter school.” (*Los Angeles International Charter High School v. Los Angeles International Charter High School* (2012) 209 Cal.App.4th 1348, 1362.) Splitting Charter School among multiple sites is thus necessary to accommodate them without further build-out of additional facilities. Moreover, the split selected takes advantage of existing available facilities and minimizes the need for additional build-out of facilities.

Placing Charter School on separate campuses minimizes overall displacement of both LASD and BCS students, promotes student and campus safety, minimizes campus congestion, provides for age appropriate classroom and campus facilities, and meets the condition and capacity requirements of Proposition 39. And as Charter School is presently located on two of these sites, these facilities offer much continuity to Charter School and its students. In making the determination to place Charter School at three campuses, the Board placed particular emphasis on following:

- Charter School’s projected 2019-20 growth as well as its long term growth is beyond the current capacity of any single LASD campus;
- Charter School’s single year spike in projected enrollment of more than two hundred in district students for the 2019-20 school year places undue strain on the two campuses currently occupied by Charter School;
- Charter School’s existing facilities allocation requires Charter School to house its existing K-6 students on a middle school campus;

- Charter Schools largest single grade growth for the 2019-20 school year is in its Kindergarten class, students with unique facilities' needs that are better suited for placement on an elementary school campus;
- Charter School presently occupies space on the District's only two middle schools campuses, disproportionately displacing District-student access to age appropriate classroom and campus facilities for the District's middle school students;
- District schools are all split campus inasmuch as District schools are broken down into TK/K-6 and 7-8 campuses;
- No set of seven District kindergartens is split across fewer than three campuses;
- A split campus allocation maximizes unused District facilities;
- The increased ability of multiple sites to accommodate Charter School's future growth; and
- The established safety, educational, and administrative benefits that come from maintaining separate campuses for young children and older adolescents.

It is understood and accepted that accommodating a Charter School's Proposition 39 facilities request will "cause some, if not considerable, disruption and dislocation among the District's students, staff, and programs." (*Ridgecrest, supra*, 130 Cal.App.4th at p. 1006.) But, consistent with the overall purpose of Proposition 39 to fairly share school facilities with Charter School's in-district students, the burdens must be shared equally by the parties. In making facilities' decisions, the District's duty is to attempt to "strike a fair balance between the needs of the charter school and those of the district-run schools." (*Ibid.*) And in making this Preliminary Offer, the District has fairly balanced the competing interests and burdens of Charter School and the District.

In making this allocation, the District is allowing Charter School to remain partially located at its preferred campus—Egan Junior High School. Additionally, Charter School will also continue to occupy space at Blach Intermediate School, less than 4 miles away, and preserving the continuity of Charter School's current placement. And the third site, Loyola Elementary School is less than a mile from Blach Intermediate School. Correspondingly, the District has satisfied its obligation to "make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily." (Ed. Code, § 47614(b). And while not a single campus, Charter School's size and its K-8 configuration (a configuration not present at any other District school) precludes such a placement. Accordingly, the District's Preliminary Offer is contiguous within the meaning of California Code of Regulations, title 5, section 11969.2(d). Additionally, while the District considered additional sites, the allocation was minimized to three and, as explained above, student safety was considered.

### **C. Condition and Capacity**

District staff members have evaluated feasible facilities allocation options. In so doing, the District considered capacity, condition, location, and other relevant factors, using as a point of reference the comparison schools identified above, to allocate facilities to the Charter School that meets Proposition 39 standards for reasonable equivalence. The District has evaluated the condition of the comparison school sites relative to size, condition of interior and exterior surfaces, mechanical, plumbing, electrical, and fire alarm systems in condition and conformity to applicable law, availability and condition of technology resources, overall learning environment qualities (e.g., lighting, noise mitigation, and/or size for intended use), furnishings and equipment, and condition of athletic fields and/or play area space. As discussed above, the allocation of space also takes into account the condition of space to

serve the student population to be served, with elementary school facilities available for the kindergarten students and middle school space with more specialized classroom space made available to the older students.

### **Amount and Configuration of Space**

To determine and ensure a reasonably equivalent allocation of facilities to Charter School, the District carefully evaluated the amount of classroom space, specialized teaching space, and administrative space available to District students at the comparison schools.

First, the District determined the teaching station to ADA ratio at the comparison group schools, in accordance with California Code of Regulations, title 5, section 11969.3(b)(1), which states that “[f]acilities made available by a school district to a charter school shall be provided in the same ratio of teaching stations (classrooms) to ADA as those provided to students in the school district attending comparison group schools.” The District has totaled the number of classrooms in the comparison group schools and adjusted this inventory to reflect those classrooms actually “provided to” students in the comparison group schools, regardless of whether those classrooms are staffed with a teacher. (*California Charter Sch. Assn. v. Los Angeles Unified Sch. Dist.* (2015) 60 Cal.4th 1221, 1241 (“*CCSA v. LAUSD*”).) This inventory need not include every classroom on the comparison school campuses. “[O]nly classrooms in the inventory that are ‘provided to’ noncharter public school K–12 students in the District must be counted,” which excludes “unbuilt classrooms, classrooms already used by charter schools, and classrooms dedicated to preschool, adult education, or other uses besides K–12 education.” (*Id.* at p. 1239.) Using this classroom inventory as the denominator, the District calculated in the ADA/classroom ratio and used this ratio for making this facilities allocation to Charter School based on the projected in-district classroom ADA of 1036.84.

Similarly, the District accounted for all specialized teaching space provided to students at the comparison schools. California Code of Regulations, title 5, section 11969.3(b)(2) provides that if the comparison schools offer specialized instruction space, the District “shall include a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space.” The amount is “determined based on three factors: (A) the grade levels of the charter school’s in-district students; (B) the charter school’s total in-district classroom ADA; and (C) the per-student amount of specialized classroom space in the comparison group schools.”

Finally, the District took inventory of the non-teaching facilities available to District students at the comparison schools. California Code of Regulations, title 5, section 11969.3(b)(3) provides that “[t]he school district shall allocate and/or provide access to non-teaching station space commensurate with the in-district classroom ADA of the charter school and the per-student amount of non-teaching station space in the comparison group schools.” This generally includes “administrative space, kitchen, multi-purpose room, and play area space.” (*Ibid.*)

The District’s obligation under Proposition 39 is to provide comparable facilities, not identical facilities. “[M]athematical exactitude is not required.” (*Bullis Charter School v. Los Altos School Dist.* (2011) 200 Cal.App.4th 1022, 1063 (“*Bullis*”).) Accommodating a Proposition 39 facilities request is a “difficult and complex process” that requires consideration of numerous factors and flexibility when making accommodation arrangements under Proposition 39. (*CSBA v. SBE, supra*, 191 Cal.App.4th 530, 549.) Every school campus is

unique and the District is “not obligated to pay for the modification of an existing school site” under Proposition 39. (Ed. Code, 47614(b); Cal. Code Regs., title 5, § 11969.3(a)(1).) For this reason, a charter school’s allocation of facilities is intended to be flexible, necessarily conforming to features, conditions, and limitations presented by the host campus or campuses.

When reasonably feasible, fungible facilities are offered for Charter School’s exclusive use. By contrast, certain non-fungible facilities must be shared between co-located schools occupying the same campus. For example, this generally includes shared access to libraries, gymnasiums, multi-purpose rooms, etc. By necessity, these unique facilities must be balanced equitably between the District host campus and the Charter School to avoid depriving either program/school of their use. Towards that end, the shared use percentage at each host campus will be proportional to each school’s overall percentage of the total student campus population. Based upon District’s and Charter School’s 2019-20 enrollment projections, this generally amounts to a shared facilities percentage at each host campus as follows:

- 30% at Loyola Elementary School;
- 40% at Blach Intermediate School; and,
- 50% at Egan Junior High School.

Pro-rata sharing of non-fungible facilities arrangement prevents either program from being unfairly deprived of these unique facilities.

After a complete examination of the facilities available to students at the comparison schools and those facilities set forth in this Preliminary Offer, the Board has determined that this Preliminary Offer provides Charter School’s students with facilities that are reasonably equivalent to District facilities in all material respects.

**A. Teaching Stations (i.e., Classrooms)**

For the 2019-20 school year District offers Charter School exclusive use of classroom space at Loyola Elementary School, Blach Intermediate School, and Egan Junior High School. District’s offer is based upon a projected in-district classroom enrollment of 1058 and an in-district classroom ADA of 1036.84. Charter School’s projected enrollment and ADA are broken down by grade as follows, adjusted only to correct for Charter School’s failure to include its projected 2019-20 in-district classroom ADA:

<b>Charter School’s In-District Projections 2019-2020</b>		
<b>Grade</b>	<b>Enrollment</b>	<b>ADA</b>
K	146	143.08
1	126	123.48
2	124	121.52
3	122	119.56
4	124	121.52
5	124	121.52

6	111	108.78
7	99	97.02
8	82	80.36
<b>TOTAL:</b>	<b>1058</b>	<b>1036.84</b>

Based on available information, the comparison schools will provide the following number classrooms to District students for the 2019-20 school year:

<b>Classroom Inventory at Comparison Schools</b>						
<b>Comparison Schools</b>	<b>ADA</b>			<b>Classrooms</b>		
	<b>K</b>	<b>1-6</b>	<b>7-8</b>	<b>K</b>	<b>1-6</b>	<b>7-8</b>
Almond	74.48	381.22	-	4	17	-
Covington	45.08	471.38	-	3	21	-
Gardner	32.34	256.76	-	2	12	-
Loyola	60.76	290.08	-	3	15	-
Santa Rita	60.76	406.70	-	3	19	-
Springer	54.88	388.08	-	3	17	-
Blach	-	-	439.04	-	-	14
Egan	-	-	566.44	-	-	18
<b>TOTAL:</b>	<b>328.3</b>	<b>2194.22</b>	<b>1005.48</b>	<b>18</b>	<b>101</b>	<b>32</b>

For the 2019-20 school year, the District projects, pursuant to California Code of Regulations, title 5, section 11969.3(b)(1), an ADA to teaching station ratio of:

<b>Comparison School Classroom to ADA Ratios</b>	
<b>K</b>	18.24:1
<b>1-6</b>	21.72:1
<b>7-8</b>	31.42:1

Based on Charter School's projected in-District ADA for the 2019-20 school year, the District allocates 46 classrooms for Charter School's exclusive use as follows:

<b>Classroom Allocation to Charter School</b>			
Loyola	8	@ 960 ft <sup>2</sup>	7,680 ft <sup>2</sup>
Blach	10	@ 960 ft <sup>2</sup>	9,600 ft <sup>2</sup>
Egan	28	@ 960 ft <sup>2</sup>	26,880 ft <sup>2</sup>
<b>TOTAL</b>	<b>46</b>	<b>@ 960 ft<sup>2</sup></b>	<b>44,160 ft<sup>2</sup></b>

**B. Specialized Teaching Space**

In addition to classroom space, the District's comparison schools offer select District students access to certain specialized teaching space. Accordingly, Charter School is allocated the following reasonably equivalent specialized teaching space:

**1. Computer Lab**

Charter School will have shared use of the computer labs for its students as follows:

<b>Computer Lab Allocation to Charter School</b>			
Loyola	-	-	-
Blach	40%	@ 918 ft <sup>2</sup>	367.2 ft <sup>2</sup>
Egan	50%	@ 1523 ft <sup>2</sup>	761.5 ft <sup>2</sup>
<b>TOTAL</b>			1128.7 ft <sup>2</sup>

Charter School may use the Computer Lab facilities but does not have privileges to move or remove equipment and/or furnishings. Charter School shall return the Computer Lab facilities after each use to the condition it was in at the start of the Charter School's use. Charter School shall abide by all policies and practices governing the use of District computers. Charter School shall ensure that its students are appropriately monitored by trained staff at all times during use of the Computer Lab. Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

**2. Special Education Space**

Charter School will have exclusive use of 3 additional classrooms for special education purposes, including but not limited to, resource and small group space, speech/CHAC, EL, SDC/LC, and counseling:

<b>Special Education Space Allocation to Charter School</b>			
Loyola	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
Blach	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
Egan	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
<b>TOTAL:</b>			2880 ft <sup>2</sup>

**3. Flexible Instruction Space**

Charter School will have exclusive use of 3 additional classrooms for mixed use instructional space, pull-out instruction, conferences, additional special education use, or discretionary purposes:

<b>Flexible Instruction Space Allocation to Charter School</b>			
Loyola	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
Blach	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
Egan	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
<b>TOTAL:</b>			2880 ft <sup>2</sup>

**4. Science Lab**

Charter School will have shared use of the science labs for its students in grades 7 through 8 during normal school hours as follows:

<b>Science Lab Allocation to Charter School</b>			
Loyola	-	-	-
Blach	40%	@ 6,713 ft <sup>2</sup>	2,685.2 ft <sup>2</sup>
Egan	-	-	-
<b>TOTAL:</b>			2,685.2 ft <sup>2</sup>

Charter School may use the Science Lab facilities but does not have privileges to move or remove equipment and/or furnishings. Charter School shall return the Science Lab facilities after each use to the condition it was in at the start of the Charter School's use. Charter School shall abide by all policies and practices governing the use of the District science lab. Charter School shall ensure that its students are appropriately monitored by trained staff at all times during use of the Science Lab. Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

**5. Art/Music Space**

Charter School will have exclusive use of 2 additional classrooms for arts and music instruction, including but not limited to art, media art, music, band, choral, and home arts:

<b>Art/Music Space Allocation to Charter School</b>			
Loyola	-	-	-
Blach	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
Egan	1	@ 960 ft <sup>2</sup>	960 ft <sup>2</sup>
<b>TOTAL:</b>			1920 ft <sup>2</sup>

**C. Non-Teaching Building Space**

In addition to classroom space and specialized teaching space, the District's comparison schools offer certain non-teaching building space. Accordingly, Charter School is allocated the following reasonably equivalent non-teaching building space:

**1. Administrative Space**

Charter School will have exclusive use of 7 additional classrooms for administrative purposes, including but not limited to administrative offices, teacher work and break areas, meeting space, and administrative project space:

<b>Administrative Space Allocation to Charter School</b>			
Loyola	2	@ 960 ft <sup>2</sup>	1,920 ft <sup>2</sup>
Blach	2	@ 960 ft <sup>2</sup>	1,920 ft <sup>2</sup>
Egan	3	@ 960 ft <sup>2</sup>	2,880 ft <sup>2</sup>
<b>TOTAL:</b>			<b>6,720 ft<sup>2</sup></b>

**2. Custodial & Storage Space**

Charter School will have exclusive use of custodial and storage space as follows:

<b>Custodial &amp; Storage Space Allocation to Charter School</b>			
Loyola	-	-	-
Blach	1	@ 320 ft <sup>2</sup>	320 ft <sup>2</sup>
Egan	2	@ 320 ft <sup>2</sup>	640 ft <sup>2</sup>
<b>TOTAL:</b>			<b>960 ft<sup>2</sup></b>

**3. Servery Space**

Charter School will have exclusive use of food/snack serving space as follows:

<b>Servery Space Allocation to Charter School</b>			
Loyola	-	-	-
Blach	1	@ 240 ft <sup>2</sup>	240 ft <sup>2</sup>
Egan	1	@ 240 ft <sup>2</sup>	240 ft <sup>2</sup>
<b>TOTAL:</b>			<b>480 ft<sup>2</sup></b>

**4. Student Restrooms**

Charter School will have shared use of designated boys and girls restrooms for its students which will be available on every campus and total 4,528 ft<sup>2</sup>.

**5. Adult Restrooms**

Charter School will have shared use of the designated adult restrooms for staff and adult use which will be available on every campus and total 902 ft<sup>2</sup>.

**6. Multi-Purpose Rooms**

Charter School will have shared use of the multi-purpose rooms on each campus as follows:

<b>MPR Allocation to Charter School</b>			
Loyola	30%	@ 4,255 ft <sup>2</sup>	1,276.5 ft <sup>2</sup>
Blach	40%	@ 7,801 ft <sup>2</sup>	3,120.4 ft <sup>2</sup>
Egan	50%	@ 7,801 ft <sup>2</sup>	3,900.5 ft <sup>2</sup>
<b>TOTAL:</b>			<b>8,297.4 ft<sup>2</sup></b>

Charter School may use the Multi-Purpose Room facilities but does not have privileges to use supplies or to move or remove equipment and/or furnishings. Charter School shall return the Multi-Purpose Room after each use to the condition it was in at the start of the Charter School's use. Charter School shall abide by all policies and practices governing the use of the Multi-Purpose rooms. Charter School shall ensure that its students are appropriately monitored by trained staff at all times during use of the Multi-Purpose room. Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

**7. Libraries**

Charter School will have shared use of the libraries on each campus as follows:

<b>Library Allocation to Charter School</b>			
Loyola	30%	@ 1,920 ft <sup>2</sup>	576 ft <sup>2</sup>
Blach	40%	@ 4,111 ft <sup>2</sup>	1,644.4 ft <sup>2</sup>
Egan	50%	@ 3,816 ft <sup>2</sup>	1,908 ft <sup>2</sup>
<b>TOTAL:</b>			<b>4,128.4 ft<sup>2</sup></b>

Charter School may use the Library facility but does not have privileges to use materials or supplies or to move or remove equipment and/or furnishings. Charter School shall return the Library after each use to the condition it was in at the start of the Charter School's use. Charter School shall abide by all policies and practices governing the use of the Libraries. Charter School shall ensure that its students are appropriately monitored by trained staff at all times during use of the Libraries. Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate

schedule to best accommodate the educational programs of Charter School and the District schools.

### 8. Gymnasiums

Charter School will have shared use of the Gymnasiums as follows:

<b>Gymnasium Allocation to Charter School</b>			
Loyola	-	-	-
Blach	40%	@ 6,837 ft <sup>2</sup>	2734.8 ft <sup>2</sup>
Egan	50%	@ 9,942 ft <sup>2</sup>	4,971 ft <sup>2</sup>
<b>TOTAL:</b>			<b>7,705.8 ft<sup>2</sup></b>

Charter School may use the Gymnasium but does not have privileges to use materials or supplies or to move or remove equipment and/or furnishings. Charter School shall return the Gymnasium after each use to the condition it was in at the start of the Charter School's use. Charter School shall abide by all policies and practice governing the use of the Gymnasiums. Charter School shall ensure that its students are appropriately monitored by trained staff at all times during use of the Gymnasium. Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

As set forth above, the District's Preliminary Offer of facilities includes a total of 89,175.5 ft<sup>2</sup> in building space.

### D. Non-Teaching Outdoor Space

In addition to classroom space and specialized teaching space, the District's comparison schools offer certain non-teaching outdoor space. Accordingly, Charter School is allocated the following reasonably equivalent non-teaching outdoor space:

#### 1. Kindergarten Play Area

Charter School will have 30% shared access to the play area totaling 2,847 ft<sup>2</sup> (30% @ 9,490 ft<sup>2</sup>) at Loyola Elementary School. Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District school.

#### 2. Turf

Charter School will have shared use of the turf area at each campus during normal school hours as follows:

<b>Turf Allocation to Charter School</b>			
Loyola	30%	@ 93,482 ft <sup>2</sup>	28,044.6 ft <sup>2</sup>
Blach	40%	@ 46,146 ft <sup>2</sup>	18,458.4 ft <sup>2</sup>
Egan	50%	@ 100,157 ft <sup>2</sup>	50,078.5 ft <sup>2</sup>
<b>TOTAL:</b>			96,581.5 ft <sup>2</sup>

Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

**3. Blacktop**

Charter School will have shared use of the blacktop area at each campus as follows:

<b>Blacktop Allocation to Charter School</b>			
Loyola	30%	@ 68,190 ft <sup>2</sup>	20,457 ft <sup>2</sup>
Blach	40%	@ 45,268 ft <sup>2</sup>	18,107.2 ft <sup>2</sup>
Egan	50%	@ 67,728 ft <sup>2</sup>	33,864 ft <sup>2</sup>
<b>TOTAL:</b>			72,428.2 ft <sup>2</sup>

Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

**4. Track**

Charter School will have shared use of the track (including interior turf) during normal school hours as follows:

<b>Track Allocation to Charter School</b>			
Loyola	-	-	-
Blach	40%	@ 109,918 ft <sup>2</sup>	43,967.2 ft <sup>2</sup>
Egan	50%	@ 46,586 ft <sup>2</sup>	23,293 ft <sup>2</sup>
<b>TOTAL:</b>			67,260.2 ft <sup>2</sup>

Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

**5. Tennis Courts**

Charter School will have 50% shared access to the tennis courts at Blach Intermediate School totaling 4,843.6 ft<sup>2</sup> (40% @ 12,109 ft<sup>2</sup>). Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District school.

**6. Parking**

Charter School will have shared use of the parking area at each campus totaling 122,764 ft<sup>2</sup>.

**7. Other Outdoor Space**

In addition to the foregoing, Charter School will have shared use of other, non-designated outdoor area as follows:

<b>Other Outdoor Allocation to Charter School</b>			
Loyola	30%	@ 150,307 ft <sup>2</sup>	45,092.10 ft <sup>2</sup>
Blach	40%	@ 232,690 ft <sup>2</sup>	93,076 ft <sup>2</sup>
Egan	50%	@ 150,307 ft <sup>2</sup>	75,153.5 ft <sup>2</sup>
<b>TOTAL:</b>			213,321.6 ft <sup>2</sup>

Sharing of these facilities may be accomplished by assignment of specific days to each school or by assigning specific times/class periods each day to the respective schools. The principals at each site shall coordinate an appropriate schedule to best accommodate the educational programs of Charter School and the District schools.

As set forth above, the District's Preliminary Offer of facilities includes a total, including both building and outdoor space, of 669,221.6 ft<sup>2</sup>.

<b>Total ft<sup>2</sup> Allocation to Charter School</b>	
Loyola	158,858.2 ft <sup>2</sup>
Blach	234,573.4 ft <sup>2</sup>
Egan	275,990 ft <sup>2</sup>
<b>TOTAL</b>	669,221.6 ft <sup>2</sup>

**Availability**

The above-described facilities will be made available to the Charter School by no later than July 31, 2019, ten working days prior to the first day of instruction pursuant to California Code of Regulations, title 5, section 11969.9(j). Access will be conditioned upon a signed Facilities Use Agreement and proper insurance in place. All use of space identified above is

based on use during regular schools which is defined as Monday through Friday, 8:00 a.m. to 4:00 p.m. excluding holidays.

### **Furniture and Equipment**

Desks, chairs and whiteboards sufficient for 1036.84 units of in-district classroom ADA will be provided as required by applicable Regulations. Furniture and equipment will be provided from existing District inventory. Furniture and equipment will not include use of items donated to the District in accordance with the Regulations. The District will retain ownership of all furniture and equipment provided to the Charter School by the District and will expect all furniture and equipment to be returned to the District at the end of the use term in the same condition as received, reasonable wear and tear excepted. Charter School may use furnishings and equipment but does not have privileges to remove furnishings and equipment from the site or provide for use by anyone other than Charter School's students, employees, and/or parents. No furnishings or equipment may be moved or removed from the space. Furnishings and equipment do not include supplies for the operation of the program.

### **Pro Rata Share and Payment Schedule**

The District is entitled to charge the Charter School a pro-rata share of the District's facilities costs paid from unrestricted general fund revenues. The Charter School's pro-rata share for the 2019-2020 school year is estimated to be \$245,833. This pro-rata share will be payable to the District in ten installment payments, commencing September 1, 2019 and ending June 1, 2020. The methodology for computing the pro-rata share is as follows:

Total District facilities costs that the school district paid for with unrestricted general funds, divided by total District square footage, multiplied by the total square footage allocated for use by the charter school. Where the Charter School shares space, the per-square-foot amount was reduced in proportion to the percentage of time allocated to the Charter School.

As set forth in the accompanying FUA, Charter School shall provide custodial service and supplies for the building facilities that have been allocated to the Charter School for its exclusive use. The District shall provide landscape and grounds maintenance and custodial service for common areas, outdoor areas, and shared building space.

### **Other Terms and Conditions**

This Preliminary Offer of facilities is valid only for the 2019-20 school year and may not be approved for allocation in future years or may not be approved on an exclusive basis. The District will require that the Charter School enter into a FUA with the District, a draft of which is attached to this proposal, and have compliant A-rated insurance in place prior to Charter School's occupancy and use of the allocated facilities. Charter School is solely responsible for the operation and supervision of the Charter School and the students enrolled therein as well as parents/guardians, vendors, visitors and volunteers. No use of services, including site administrative services, are provided with this offer. Charter School is precluded from making any representation that it is in any way affiliated with the District.

Wanny Hersey  
Bullis Charter School  
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**Reimbursement**

This offer is subject to Regulations regarding reimbursement for over allocated space. (Cal. Code Regs., title 5, § 11969.8). While the District offers Charter School 46 teaching stations based on in-district classroom ADA of 1036.84, the District will hold Charter School accountable for any over allocation penalty in the 2019-20 school year.

As a final point, we note that Charter School's request has many assertions regarding both fact and law that are unsupported. We do not address each of these assertions but instead focus on the current law governing Proposition 39. Nonetheless, silence on any assertion made by the Charter School is not agreement and the District retains all objections.

Thank you for your application. Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,



Jeffrey Baier  
Superintendent  
Los Altos School District