

**FACILITIES USE AGREEMENT  
BETWEEN  
THE LOS ALTOS SCHOOL DISTRICT  
AND  
BULLIS CHARTER SCHOOL**

This Facilities Use Agreement ("Agreement") is made by and between Los Altos School District, a public school district organized and existing under the laws of the State of California ("District"), and Bullis Charter School ("Charter School" or "BCS"), a California public charter school existing under the oversight authority of the Santa Clara County Office of Education. The District and the Charter School are collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, the Charter School is a charter school approved by the Santa Clara County Office of Education to operate pursuant to its Charter and Memorandum of Understanding ("MOU") related to its operations;

**WHEREAS**, Charter School is located within the District's boundaries;

**WHEREAS**, District is obligated by Proposition 39 (Ed. Code, § 47614) and its implementing regulations found at California Code of Regulations, title 5, section 11969.1 *et seq.* ("Regulations"), to provide Charter School with District facilities sufficient to accommodate all of Charter School's in-district students in space and conditions reasonably equivalent to those available to students attending District schools;

**WHEREAS**, pursuant to Proposition 39, on November 1, 2018, the Charter School submitted to the District a written request for facilities for the 2019-20 school year, projecting an in-district classroom enrollment of 1058 students and an in-district classroom ADA of 1036.84 units ("Request");

**WHEREAS**, pursuant to the requirements of Proposition 39 and its implementing Regulations, the District Board of Education ("Board") evaluated the Request and approved a preliminary offer of facilities to Charter School ("Preliminary Offer") which was provided to the Charter School on February 1, 2019;

**WHEREAS**, the Preliminary Offer for facilities is attached hereto as Exhibit A and is incorporated into this Agreement by this reference;

**WHEREAS**, maps designating space allocated to the Charter School are collectively attached hereto as Exhibit B and incorporated into this Agreement by this reference; and

**WHEREAS**, the Parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy and use District school facilities, including recreational space and installed furniture and equipment, for the 2019-20 school year ("Facilities").

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

## **TERMS AND CONDITIONS**

**Section 1. Use of Sites and Facilities.** District hereby permits the Charter School to occupy and use the sites and Facilities as set forth in this Agreement, the accompanying Preliminary Offer attached hereto as Exhibit A, and the maps designating space allocated to the Charter School are collectively attached hereto as Exhibit B, for the purpose of operating the Charter School's educational program. The Charter School may store and access its possessions, perform maintenance, conduct teacher training, and perform administrative work on the site and in the facilities during the summer months subject to the terms of this agreement.

The Charter School shall have shared and exclusive use of the Site and Facilities as set forth in this Agreement for the term of this Agreement only, unless extended or modified thereafter by mutual written agreement between the Parties. Except as specified otherwise herein, Charter School may utilize exclusive and shared-use space for any grade level or educational use, and all legal purposes permitted under its charter.

The District Site principals and Charter School principal may by mutual agreement revise the schedule and arrangements for shared use of the allocated Facilities. District and Charter School designees shall meet no less than quarterly to exchange information regarding scheduling, calendaring, sharing arrangements, and other operational details. To the extent necessary to access facilities that they are permitted to use, Charter School and District students will be allowed shared access to space at Loyola Elementary School ("Loyola"), Blach Intermediate School ("Blach") and Egan Junior High School ("Egan") (collectively, the "Sites") such as parking, walkways and common areas as needed to access specialized teaching space and non-teaching space as set forth herein. Each school's principal shall be responsible for ensuring that his or her students do not disrupt the programs at the other school.

Upon the expiration of this Agreement or the earlier termination thereof in accordance with this Agreement, the Charter School's right to exclusive use and occupancy of the Sites and Facilities shall cease and terminate, except for buildings or other facilities owned by Charter School, and Charter School shall surrender possession of the Sites and Facilities and exclusive use and possession of the Sites and Facilities shall revert to the District. Buildings and facilities owned by Charter School shall remain the property of the Charter School and be handled in accordance with Section 11 herein.

As titleholder to the Sites and Facilities, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to, use of such Sites and Facilities, except that Charter School shall retain its rights with respect to the Multiuse Room and any other site improvements that the Charter School has paid for. Any such improvements must be approved by the District pursuant to Section 11 of this Agreement. The Parties understand and agree that the Charter School owns the Multiuse Room and the playground equipment that was paid for by the Charter School.

**Section 2. Limits on Use.** Charter School's use of the Sites and Facilities shall be limited to its operation as described in its Charter and related educational activities consistent with applicable law; provided, however, that:

- (a) At no time shall the Sites and/or Facilities be used to house animals or livestock without the express written consent of the District; provided, however, that Charter School may have small animals contained in cages, for educational purposes;
- (b) The Charter School shall be allowed to place signage on the Sites and Facilities that does not permanently damage District property, is consistent with signage (including size limitations) at District schools, which is approved by the District Board consistent with approvals with other District schools, and is consistent with any applicable zoning or city ordinances of the City of Los Altos.
- (c) Charter School shall not be allowed to place additional facilities on the Sites without consent of the District. If such approval is given, the construction or installation of additional facilities shall occur at the sole cost and expense of the Charter School in accordance with this Agreement. Charter School shall retain ownership of such facilities. Charter School may modify or improve, at its own cost, existing buildings on the Sites, subject to District approval. Any fixed modifications to District provided buildings or facilities shall become the property of the District.
- (d) The District has allocated facilities to Charter School across three campuses. The Charter School agrees to indemnify the District pursuant to Section 13 of this Agreement for all injuries (except for those resulting from the intentional conduct, gross negligence, or recklessness of the District) to any Charter School students, parents, staff, or visitors.
- (e) For the 2019-20 school year, full school assemblies may be accommodated in any of the allocated Facilities, provided that such Facilities meet all capacity requirements for the intended attendance. On a quarterly basis, Charter School shall provide notification to the principal at all of the affected Sites regarding the dates, times and maximum number of students for any Charter School assembly. Changes to the schedule will be considered no later than 10 school days prior to an event.
- (f) Charter School shall have the exclusive responsibility to implement safety measures to ensure that all of its students use the allocated Facilities in a manner that promotes student safety, including the adoption of any necessary measures to separate students of different age ranges by space or time.
- (g) To the extent necessary to access facilities that they are permitted to use, Charter School and District students will be allowed shared access to space at each of the Sites such as parking, walkways and common areas as needed to access specialized teaching space and non-teaching space as set forth below. Each school's principal shall be responsible for ensuring that their respective students do not disrupt the programs at the other school. Neither school shall unreasonably block access required for public use of school facilities outside of school hours.

- (h) The District reserves the right to reclaim possession of any allocated Facility in the event that Charter School fails to use such facility for a period of 90 consecutive calendar days from a scheduled use, excluding recess periods and holidays. Charter School's failure to use any facility for a period of 90 consecutive calendar days, excluding recess periods and holidays, shall be deemed to constitute a waiver of the continued right to use that facility for the remainder of the school year unless Charter School provides the District with a reasonable written explanation and specific plans to use that facility later in the school year.
- (j) The Parties recognize that maintaining flexibility in the scheduling of shared space benefits both Parties. If either Party wishes to vary, on occasion, its allocation or schedule of shared space, its Principal or authorized designee should make a written request to the Principal at the co-located school, and copy the District's Assistant Superintendent for Business Services, Randall Kenyon, no less than 10 (ten) school days prior to the first date of proposed use.
- (k) Charter School may use the Sites and Facilities for students of all Charter School grade levels so long as under grade-appropriate supervision. Shared use of the science lab shall be limited to Charter School students in grades 6-8. Shared use of the computer lab shall be limited to Charter School students in grades 4-8.

**Section 3. Term.** The term of this Agreement shall commence on July 29, 2019, and end on June 30, 2020. District shall make the Sites and Facilities available in accordance with this Agreement no later than ten (10) school days before the start of each school year, except for facilities for which unforeseeable events prevent timely completion of construction. The District agrees to use all reasonable efforts to complete any applicable construction, installation, and furnishing according to this schedule.

**Section 4. Civic Center Act.** Unless otherwise provided in this Agreement, Charter School shall have full, exclusive, and primary use of the allocated Facilities to which it has been assigned exclusive access only, and not shared access, from no earlier than 7:00 a.m. through 4:45 p.m. from Monday through Friday, during regular school days. Access to Charter School's allocated Facilities by third parties shall be governed by the terms of the Civic Center Act. (Ed. Code section 38130 et seq.) before and after these scheduled times during the week and all day on weekends and holidays. The District shall make all determinations with respect to all requests to use the Site and above-described facilities under the Civic Center Act.

**Section 5. Enrollment Verification.** Charter School shall provide the District with its actual ADA count and the number of students of the Charter School at the time of the filing of the P-1 state attendance report and at the time of the filing of the P-2 state attendance report. The Charter School shall additionally provide to the District on the foregoing dates the names and addresses of students in a manner consistent with applicable law, including FERPA, no later than October 15, 2019.

**Section 6. Furnishings and Equipment.** The District shall provide furniture and equipment necessary for use of the specified facility as would be

required under Proposition 39. Charter School shall provide a complete list of requested furnishings not later than May 1, 2019. District shall review the list but agrees only to provide reasonably equivalent furnishings and equipment. Furniture and equipment may be provided from existing District inventory, and will remain the property of the District. The Charter School shall return all furniture and equipment to the District at the end of the term in the same condition as received, with the exception of reasonable wear and tear. The Parties shall develop a mutually agreeable inventory of the furnishings and equipment provided to the Charter School.

**Section 7 Telecommunications.** The District shall ensure that the Facilities are sufficiently prepared and wired for telephone and computer data connectivity, at the District's cost, to at least the same standards, reliability, performance, and level of service as that provided to District-run programs at the Sites, except to the extent that Charter School has attempted to install or reconfigure its own technological infrastructure. The District shall provide the telephone system(s) and all telephones and related equipment required for the telecommunications infrastructure. The District shall provide all physical layer data communications infrastructure equipment. The responsibility to provide all other communications equipment, including computers and related hardware, software, and all required services, shall be the responsibility of the Charter School.

- (a) The Parties shall meet and confer whenever modification of the infrastructure is required due to construction or District replacement of existing equipment. Final determination of equipment to be provided and the method of provision shall be the sole right of the District. Any modification to and maintenance of equipment installed by the Charter School shall be the sole responsibility of the Charter School. Replication or replacement of said equipment by the Charter School shall absolve the District of all responsibility for providing the equipment so replaced for the remaining term of this Agreement.
- (b) For the 2019-20 school year, District will maintain the broadband connectivity performance level currently available to the Charter School at the Blach and Egan Sites and at the level currently available to Loyola Elementary School at the Loyola Site.

**Section 8. Maintenance of Sites/Facilities.** The District shall perform routine repair, general maintenance, and deferred maintenance of the Sites and Facilities, including landscape and grounds maintenance, so as to maintain the Sites and Facilities, and the structural aspects of the improvements at or on the Sites and Facilities, in a manner consistent with the guidelines and requirements promulgated by District from time to time relating to the maintenance, cleanliness and operations of schools within the District and in compliance with applicable law. However, repairs required as a result of intentional or negligent damage caused by Charter School, its students, employees, agents or representatives, or repairs and maintenance of facilities or other improvements installed by the Charter School, shall be paid for by Charter School. The Charter School shall provide its own day-to-day custodial services for its Sites/Facilities, and shall be responsible for keeping its Sites/Facilities and grounds clean and maintaining good appearance consistent with the District's policies or practices regarding its other sites.

Other than for the Multi-Purpose Building installed and owned by the Charter School, for which the Charter School agrees to assume the full cost and responsibility

for all maintenance, repair, removal, and clean-up, the District shall assume the cost and responsibility for major maintenance and the replacement of furnishings and equipment supplied by the District in accordance with District deferred maintenance schedules and practices, including those established pursuant to Education Code section 17582. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.

**Section 9. Share of Facilities Costs.** The District shall charge a pro-rata fee in accordance with California Code of Regulations, title 5, section 11969.7 as detailed in the District's offer of Facilities attached hereto as Exhibit A. 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 eight (8) equal monthly installments first due to the District beginning on October 1, 2019, and by the first day of each month thereafter.

**Section 10. Utilities.** The Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Sites. The Parties shall continue to use the existing procedure for monitoring, metering, and billing Charter School for use of District utilities currently serving the Sites.

**Section 11. Installation of Improvements.** Charter School shall not construct or install any improvements on the Sites or otherwise alter the Sites without the prior written consent of the District, and if required, the Division of the State Architect. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Professionals and contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance-with all laws applicable to public works construction by District schools, including approval by the Division of State Architect, or local building codes, as applicable, prevailing wage, environmental quality, and competitive bidding requirements. Charter School shall defend, indemnify and hold harmless the District from all claims that arise from failure by the Charter School to comply with applicable public works contracting requirements. The District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

The Charter School has installed a single multi-purpose building at the Egan Site. This building shall be for the exclusive use of the Charter School. It is the intent of the Parties that the Charter School's installation, maintenance, and/or removal of such building shall be at no cost to the District, and is subject to the provisions of the Insurance and Indemnification provisions of this Agreement, and to all other applicable laws and regulations, including but not limited to CEQA and the California Building Code. Charter School expressly agrees that, to the extent required by law, it

shall comply with the requirements imposed by the Division of the State Architect applicable to public school buildings, as well as the provisions of CEQA.

The Charter School is allowed to add a play structure at its own expense in the area between Covington Road and Stepping Stones area within Charter School's allocated area at Blach and where the District agrees there are no buildings planned. Final approval of the plans for the play structure shall be the responsibility of the District. Any modification to said plans required by the District shall be consistent with similar review and modification of PTA-constructed play structures at District elementary schools. Any Charter-constructed play facilities shall remain available for public use outside of school hours consistent with usage at District sites.

Any other improvements provided directly by the Charter School shall remain the property of the Charter School, including play structures, lunch area covers, and the like. Upon termination or cessation of this Agreement, of the Charter School's use of the Egan and/or Blach Site, or of its charter, the Charter School shall bear all responsibility for removal and clean-up of all such improvements, and for restoring the relevant portion of the Site(s) to its original condition.

**Section 12. Insurance.** The Charter School shall, at its sole costs and expense, commencing as of the date of this Five-Year Facilities Agreement, and during the entire Term hereof, procure, pay for and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this Agreement, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$3,000,000 per occurrence and \$6,000,000 in the aggregate. Such insurance shall apply to any automobile, owned, non-owned, and hired. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The Charter School shall maintain throughout the Term of this Agreement, at its own expense, property insurance for the multi-purpose building it constructed at Egan, as well as any other facilities installed or constructed by Charter School at its own expense.

Property insurance for the remainder of facilities is carried by the District, and Charter School's share is included in the pro rata share amount under this Agreement.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The coverage required above shall be provided by an A-rated insurance company or insurance joint powers authority with the consent of the District. The District consents to CharterSAFE JPA as the provider.

The Charter School shall provide proof of such insurance, including copies of the endorsements specifically required above, upon request. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

**Section 13. Indemnification/Hold Harmless/Duty to Defend.** Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Sites and Facilities after District delivers possession of the Sites and Facilities to Charter School, arising from the Charter School's presence, conduct, use of and activities on the Sites and Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Sites and Facilities, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of District as they relate to the Sites and Facilities.

District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Sites and Facilities after District delivers possession of the Sites and Facilities to Charter School, arising from the District's presence, conduct, use of and activities on the Sites and Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by District in or about the Sites and Facilities, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of Charter School as they relate to the Sites and Facilities.

Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed.

The Charter School's indemnity and insurance obligations described herein shall not in any way be read or construed as being limited or superseded by the indemnity or insurance provisions specified in the Charter School MOU with the Santa Clara County Office of Education.

**Section 14. [Intentionally Deleted].**

**Section 15. Access.** Charter School shall permit the District, its agents, designees, representatives or employees, to enter upon the Sites and Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Sites and/or Facilities. The District shall give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District shall permit Comcast or other appropriately trained professionals to access, on Charter School's behalf, the Charter School's networking gear contained within District facilities and may modify and replace equipment as needed to maintain its networks. Charter School staff shall have key or keycard access to Shared Use Facilities.

Repairs or modification of Charter School equipment within shared facilities shall be conducted outside of normal school hours and reasonable notice of required access shall be given in writing to the District Site principal. Charter School shall take reasonable measures to ensure that access to shared facilities is restricted to only those staff who require such access. No students shall be allowed to use shared facilities without certificated-teacher supervision. Charter School shall retain an inventory of keys and/or list of persons provided access codes at all times and shall immediately notify the District if these controls are compromised.

**Section 16. Emergency Planning.** No later than September 1, 2019, the Charter School and District Site principals at Loyola, Blach, and Egan shall negotiate and finalize site security plans that specifies how each Site will respond in the case of natural or other emergency or in the case of student injury requiring access by emergency services personnel including fire, ambulance or police. The plan shall at a minimum require notification of office personnel at the corresponding facility as soon as possible

**Section 17. Condition of Property.** The District is not aware of any defect in or condition of the Sites or Facilities that would prevent their use for the Charter School's purposes. District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Sites and Facilities that calls into question the appropriateness or sufficiency of the Sites and Facilities for their intended purpose. The Charter School shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Sites and Facilities that arise after the Charter School takes possession of the Sites and Facilities, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Sites as a result of the Charter School's misuse, negligence, or intentional misconduct, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Sites. However, if the discharge, leak, spillage, emission or pollution is caused by a latent defect in the condition of the property, or the District's misuse, negligence, or intentional misconduct, then District shall be responsible.

**Section 18. Title to Property.** The Parties acknowledge that title to the Sites is held by the District and shall remain in the District at all times.

**Section 19. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing

and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: Randy Kenyon  
Assistant Superintendent  
Los Altos School District  
201 Covington Road  
Los Altos, CA 94024

If to the Charter School: Wanny Hersey  
Superintendent/Principal  
Bullis Charter School  
102 West Portola Avenue  
Los Altos, CA 94022

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

**Section 20. Subcontract and Assignment.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other Party. Charter School shall not encumber, mortgage, or pledge the Sites or Facilities for any purpose whatsoever, except for the multi-purpose room at the Egan Site or any other facilities owned and paid for by the Charter School.

**Section 21. Independent 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, joint employer, or association.

**Section 22. 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 Santa Clara Superior Court.

**Section 23. Entire Agreement of Parties.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written concerning the subject matter contained herein, except for the existing agreement regarding the Charter School-provided Multipurpose room at the Egan Site. This Agreement may be amended or modified only by a written instrument executed by the Parties.

**Section 24. Waiver.** The waiver by any 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.

**Section 25. 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.

**Section 26. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document, with copies of signatures deemed as original for all purposes.

**Section 27. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

**Section 28. 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.

**Section 29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

**Section 30. Authority to Execute.** The governing board of each Party authorizes its board president or authorized designee, as reflected in the signatures blocks, infra, to execute this agreement on behalf of each Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first above written.

**LOS ALTOS SCHOOL DISTRICT**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

**BULLIS CHARTER SCHOOL**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_