



BY EMAIL AND FACSIMILE DELIVERY

May 1, 2019

Superintendent Jeff Baier
Los Altos School District
201 Covington Road
Los Altos, CA 94024

Re: Response to Preliminary Offer of Proposition 39 Facilities (2019-20)

Dear Superintendent Baier:

Bullis Charter School ("BCS") is disappointed to receive the Los Altos School District's ("District") February 1, 2019 preliminary offer of facilities for the 2019-20 school year. The District's Preliminary Offer seeks to deprive our students of the educational space they are entitled to under Education Code Section 47614 ("Proposition 39") and Title 5 California Code of Regulations Section 11969 et seq. ("Regulations"), and it ignores the California Court of Appeal's specific directive for how the District must allocate space to us in *Bullis Charter School v. Los Altos School District* (2011) 200 Cal.App.4th 1022 (provided as Attachment A). The District's Preliminary Offer is particularly disappointing given that we entered into a settlement agreement that gave the District **five years** to find a facilities solution for our school, yet the District continues to defy its obligations under the law. (Attachment B.) The District's tactics harm the 1,058 students who reside within the District's boundaries and have enrolled in our school for next year.

BCS now responds to the District's Preliminary Offer pursuant to Regulations Section 11969.9(g) and our agreed upon extended timeline for this response. The District's Preliminary Offer would deny our students facilities that are reasonably equivalent to those provided by the District at the comparison schools in the following key aspects:

- Splits our school across three separate campuses, ignoring its obligation to allocate us a single contiguous site.
- Deprives our students of the following spaces that are available at the comparison group schools:
 - Elementary STEM room facilities;
 - Middle school specialized teaching spaces for drama, art, music, home economics, video production;
 - Kindergarten play areas;
 - Locker room; and
 - Child care facilities.
- Underestimates the quantity and/or room sizes of the following spaces at the comparison schools and allocations to us:
 - Kindergarten classroom size;

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 2 of 10

- Special education facilities, such as RSP, SDC, small group space, counseling space;
 - Administrative space; and
 - Elementary specialized flex space.
- Fails to accurately measure and account for many of the facilities including the following facilities:
 - The Egan gym is described as 9,942 SF and Blach gym as 6,837 SF, even though the two gyms are the same size;
 - The Egan track is described as 46,586 SF and the Blach track as 109,918 SF, even though the two tracks are the same size;
 - The tennis court at Egan was omitted; and
 - Significant amounts of blacktop and turf areas at Egan were excluded.
- Fails to allocate site-specific facilities that are reasonably equivalent to the corresponding facilities at each of the comparison school sites.
- Allocates BCS grade level specific/restricted facilities on the wrong grade-level campus.
- Fails to allocate sufficient specialized teaching space at the campuses we would occupy, and in some instances allocates no specialized teaching space on campuses.
- Utilizes an incorrect ratio to calculate the number of teaching stations that BCS's in-district students are entitled to.

In summary, the District's Preliminary Offer allocates BCS far fewer facilities for in-district students than is available for students at District-run schools. All told, the Preliminary Offer results in an under-allocation of facilities by more than 26,000 SF of building space – equivalent to **more than 27 standard-sized portable classrooms**, and an under-allocation of **5.88 acres** of total campus space.

We discuss the Preliminary Offer's deficiencies in more detail below so that the District will be able to issue a final notification of facilities that complies with Proposition 39 and our prior court direction and settlement agreement on these same issues. BCS acknowledges that the allocation of facilities involves balancing of interests and compromises, and in that spirit we also provide a counter-proposal for Proposition 39 facilities in this response.

The Egan and Blach Campuses are Appropriate for BCS's Kindergarten Program; There Is No Need to Move BCS's Kindergarten Program to a Third Campus

The District makes multiple inaccurate or misleading assertions regarding our Kindergarten program and needs in the Preliminary Offer. For example, on page 7 of the Preliminary Offer, the District asserts that "Kindergarten class, students with unique facilities' needs ... are better suited for placement on an elementary campus". However, the District is fully aware that both the Egan and Blach campuses are K-8 campuses. They both already house Kindergarten students and contain the unique facilities to support our Kindergarten students. See Attachment C and Attachment D which demonstrate the availability of Kindergarten play space at both the Egan and Blach campuses.

As another example, the District states "No set of seven District kindergartens is split across fewer than three campuses." This statement is factually incorrect. The District currently houses 4 Kindergarten classes at both the Almond and Santa Rita campuses. (Attachment E.) In 2017-2018,

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 3 of 10

the District housed 4 Kindergarten classes at Almond, Covington, Santa Rita, and Springer. (Attachment F) There is space for the District to place additional Kindergarten classes on the comparison school campuses; however, there is declining enrollment on these campuses. The District does not house 4 Kindergarten classes on a single site because it does not have enough pupils. The District is in declining enrollment and has been for years.

The District's Underestimation of Useable Space at the Comparison Group Schools Improperly Leads to BCS Facilities That Are Not Reasonably Equivalent

The District's Preliminary Offer does not include an inventory of the spaces that are available to students at the comparison schools, therefore the District failed to provide us sufficient information to analyze the facilities being offered. BCS has made numerous requests over the past year for the District's current inventory, but the District continues to not cooperate with our requests.

The Court of Appeal found with regard to the District "[i]n making its facilities offer, [LASD] must make a good faith effort to consider and accurately measure *all* of the facilities of the comparison group schools and accurately describe the facilities offered to the charter school. It is only through such an approach that one can determine whether 'reasonably equivalent' facilities have been offered by the school district." (*Bullis Charter School v. Los Altos School District* (2010) 200 Cal.App.4th 1022, 1030 (court's emphasis). The Court also held that the District "does not have the discretion to employ practices that are contrary to the very intent of Proposition 39." (*Id.* at 1064.)

Despite the Court of Appeal's clear explanation of the District's obligations, the District has again employed practices that are contrary to Proposition 39 by failing to provide sufficient information for BCS to analyze the District's Preliminary Offer. In 2012, the District hired an architecture firm (Gelfand Partners) to prepare a detailed analysis of the comparison school sites, which the District included as "Exhibit F" to its preliminary offer of facilities for the 2013-14 school year and is attached to this response in Appendix G. Despite having this analysis already completed, the District did not provide or utilize this inventory in making the Preliminary Offer for 2019-20. In fact, the District ignored it.

The District has not removed any of the permanent buildings at the comparison schools since the 2013-2014 school year, therefore we presume the Gelfand inventory establishes a baseline of the permanent facilities at that time. It provides information that clearly shows that the District did not comply with the Court of Appeal's directive to accurately measure and account for the space at the comparison schools and allocate reasonably equivalent facilities. The District has also touted their new STEM facilities at all of their elementary schools, which were added after the 2013-2014 facilities allocation. In addition, District enrollment has declined since that year, yet the District has not reduced their inventory of facilities at most of these campuses. In fact, the District has added portables at several of these campuses since 2013-2014. As a result, students at the District's comparison schools enjoy even more space per student than what is evidenced in the 2013-14 inventory.

Below are some examples where the District's Preliminary Offer fails to represent the facilities accurately and/or allocate reasonably equivalent facilities to BCS:

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 4 of 10

Special Education Facilities

Each District-run school is provided a set of facilities to support students with special needs. These facilities include RSP (Resource Specialist Program), ELL (English Language Learners), small group spaces (for speech, counseling, and other specialist support). In addition, many campuses have SDC (Special Day Classrooms) for students that spend much of their day outside of regular classrooms. These rooms are used at the same time for multiple functions to support students throughout each school day.

Below is a table showing the special education facilities:

Facility Type	District Schools								Comparison Group Ave SF	BCS @		
	Almond	Covington	Gardner	Loyola	Santa Rita	Springer	Blach	Egan		Egan	Blach	Loyola
Special Education Facilities (SF)												
RSP	937	959	960	960	960	1064	1030	913		960	960	960
Small Group	450	696	223	1178	796	262	1089	227		0	0	0
ELL	534	269	148	480	260	340		640		0	0	0
SDC	0	3850		1919	2400	1866	915			0	0	0
Total SF	1921	5774	1331	4537	4416	3532	3034	1780	3291	960	960	960
Percent of Comparison Schools										29%	29%	29%

The District's Preliminary Offer only offers BCS one room on each campus for these purposes. The single room provides far less space – approximately 29% of the space – available at the comparison group schools and it does not allow for multiple activities to take place at the same time. The Preliminary Offer therefore fails to provide BCS's students who have the most needs with reasonably equivalent facilities that are sufficient to adequately support them. This is particularly troubling in light of the District's prior (incorrect) criticism that BCS did not sufficiently serve special education students.

Middle School Specialized Teaching Space

The District proposes to allocate BCS virtually no middle school specialized teaching space. The only middle school specialized teaching space offered to BCS is a science classroom space, and that is located on the wrong campus. BCS middle school students attend class on the Egan campus, yet the District allocated the science room at the Blach campus, making them effectively unavailable to BCS's middle school students.

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 5 of 10

Below is a table showing the other middle school specialized teaching space allocations:

Facility Type	District Schools		Comparison Group Average SF	BCS @		
	Blach *	Egan		Egan	Blach *	Loyola
Middle School Specialized Teaching Space (SF)						
Science	6069	6470		0		
Art	1526	1271		0		
Drama/Chorus	2152	1920		0		
Band/Orchestra	2681	1920		0		
Video Production	2629	3539		0		
Home Economics	915	1934		0		
Total SF	15972	17054	16513	0	0	0
Percent of Comparison Schools				0%	0%	0%

* District offered BCS 40% of science building at Blach, but BCS middle school students attend school at Egan campus, so facilities are effectively not available, and therefore not provided

The lack of specialized space hits BCS middle school students in two ways. First, the District would have deprived them of the specialized classroom facilities needed to teach these subjects. Second, in order to accommodate these classes elsewhere on the campus, BCS must effectively have a class size of 32 students per room even though the District's middle schools have only 24 students per class based on the District's budget report including as Attachment H. As a result, BCS middle school students are deprived of their specialized classroom space and their teaching spaces are impacted with more students per classroom.

Administrative Space

The District's Preliminary Offer includes administrative facilities at each site; however, the District offers BCS significantly less administrative space than what is available at the comparison schools. Each District school occupies and utilizes at least 3,840 SF of administrative space. This space includes an office (principal room, conference room, nurse's room, etc.), a teacher workroom, and a teacher lounge. This space is allocated independent of the number of students attending on the site. Some of the larger sites have more space to support the larger staff, as shown on the chart below:

Facility Type	District Schools								Comparison Group Ave. SF	BCS @		
	Almond	Covington	Gardner	Loyola	Santa Rita	Springer	Blach	Egan		Egan	Blach *	Loyola
Administrative Facilities (SF)												
Office	2400	2200	1920	2259	2283	2138	1843	3675		1920	960	960
Teacher Workroom	623	960	960	754	605	842	1200	674		0	0	0
Staff Lounge	934	968	960	960	1280	960	904	1062		960	960	960
Total SF	3957	4128	3840	3973	4168	3940	3947	5411	4171	2880	1920	1920
Percent of Comparion Schools										69%	46%	46%

* The current administrative space provided to BCS at Blach is less than the 1920 SF of space offered here. Currently only 1200 SF is provided.

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 6 of 10

The District's Preliminary Offer would provide far less administrative space to BCS – the administrative space at Egan is only 69% of what is available at the comparison schools, and only 48% at Blach and Loyola.

Computer Labs

The District offered BCS shared use of the computer lab space at the Egan and Blach campuses. However, the District neglected to compute the computer lab space provided at the comparison schools. The District also did not account for all of computer lab rooms at the Blach site in its calculations. At the Blach site, Building G, Rooms 15 and 16 are both computer labs, yet the District's analysis only reflects a single computer room on that site.

Below is a table showing the computer labs actually available within the District:

Facility Type	District Schools								Comparison Group Ave SF	BCS @		
	Almond	Covington	Gardner	Loyola	Santa Rita	Springer	Egan	Blach *		Egan **	Blach **	Loyola
Computer Lab												
Size	944 SF, 356 SF	1306	960	960	960	960	942 SF, 581 SF	918 SF, 918 SF		942 SF, 581 SF	918	960
Number	2	1	1	1	1	1	2	2		2	1	0
Percent Usage	100%	100%	100%	100%	100%	100%	50%	100%, 60%		50%	40%	0%
Total SF	1300	1306	960	960	960	960	1523	1468.8	1180	1523	918	0
Effective SF	1300	1306	960	960	960	960	761.5	1175.04	1048	761.5	367.2	
Percent of Comparison Schools										73%	35%	0%

* 2013-2014 and 2019-2020 Preliminary Offer Left Out 1 of 2 computer labs at Blach

** BCS Kinder through 3rd graders denied use of computer labs

Furthermore, the District's Facilities Use Agreement restricts the use of these rooms to only 4th through 8th grade. The District's Preliminary Offer deprives BCS students in Kindergarten through 3rd Grade of access to computer labs while all students at the District's comparison schools enjoy use of computer labs. Given the new computer science standard being rolled out by the state, BCS students must have access to computer labs to meet this required standard.

Elementary Flex Space and Lack of Any STEM Lab Space

The District's Preliminary Offer includes flex space at each site; however, the District offers BCS significantly less flex space than is available at the comparison schools. Elementary flex place is specialized teaching space that is used District-wide at each elementary school campus. The rooms are often configured for specific functions, such as Art or Music.

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 7 of 10

Below is a table showing flex spaces at the comparison schools and what is being offered to BCS:

Facility Type	District Schools							Comparison Group Average	BCS @		
	Almond	Covington	Gardner	Loyola	Santa Rita	Springer	Egan	Blach	Egan	Blach	Loyola
Elementary Flex room											
Size		1312 SF, 1436 SF	676 SF, 677 SF	960	960	960 SF, 1440 SF			960	960	960
Number	2	2	2	2	2	2			2	2	1
STEM Room	??	??	??	??	??	??			0	0	0
Total SF *	1920	2748	1353	1920	1920	2400			2044	1920	960
Percent of Comparison Schools									??	??	??
* Excluding STEM rooms											

In addition to flex space, the District has added STEM laboratory space at each elementary school campus. BCS does not have sufficient information about the amount of STEM laboratory space available at the comparison schools because such space was added to these campuses after the Gelfand inventory, and the District provided no inventory with its Preliminary Offer. Nevertheless, because no STEM laboratory space was offered to BCS at any of the three proposed sites, the District has not offered BCS reasonably equivalent STEM laboratory space.

Loyola Campus

The District proposes to locate a portion of BCS's elementary school students on the Loyola campus. These students would be co-located with other elementary school students on this campus. Despite our students being placed on an elementary school site, the Preliminary Offer does not provide reasonably equivalent access to the following facilities that are already located on that campus:

- Computer Lab
- Server
- Custodial & Storage space
- Art/Music Space
- STEM room

Errors in Analysis of Facilities and Spaces

The District made numerous errors in the Preliminary Offer regarding space and facilities on the comparison group schools. Looking at aerial views of the campuses, the following errors are clear:

- The Preliminary Offer states that the Blach track is more than twice as large as the Egan track, even though they appear to be virtually the same size;
- The Preliminary Offer neglects to mention the tennis courts at Egan;
- The Preliminary Offer ignores the Kindergarten play areas on Egan and Blach;
- The Preliminary Offer ignores almost 50,000 SF of blacktop space at Egan;
- The Preliminary Offer ignores almost 78,000 SF of turf area at Egan; and,
- The Preliminary Offer leaves out afterschool childcare facilities.

To: Jeff Baier

RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year

Date: May 1, 2019

Page 8 of 10

Attachment C and Attachment D show aerial photographs of the Egan and Blach campuses demonstrating the errors listed above.

The District's Allocation of Standard-Sized Portable Classrooms Improperly Leads to BCS Facilities That Are Not Reasonably Equivalent

The District also employs "standard room sizes," which the courts have already determined violates Proposition 39. The Court of Appeal found that the District's methodology of using standard-sized classrooms to determine how much space to allocate BCS fails to meet the reasonable equivalency standard. (*Bullis Charter School v. Los Altos School District* (2010) 200 Cal.App.4th 1022, 1060-61.) Similarly, Judge Lucas also ordered that the District "shall forthwith end its practice of using 'standard' room sizes to represent the size of facilities at comparison schools." (*Bullis Charter School v. Los Altos School District*, Case No. 109CV14459 (Sup.Ct. Santa Clara, Mar. 23, 2012) Judgment and Order Granting Writ of Mandate and Declaratory Relief, Pg. 2 (Attachment I).)

By utilizing the Gelfand inventory, it is clear the District's Preliminary Offer of standard-sized classrooms would fail to allocate BCS reasonably equivalent facilities. For example, the District offers BCS Kindergarten students seven 960 SF portable classrooms on three campuses. By contrast, Kindergarten students at the comparison group schools utilize classrooms that are approximately 1.5 times larger on average.

Below is a table showing the Kindergarten allocations (noting that in 2013-14, there were only two classrooms per campus):

Facility Type	District Schools						Comparison Group Ave Room SF	BCS @		
	Almond	Covington	Gardner	Loyola	Santa Rita	Springer		Egan	Blach	Loyola
Kinder Classrooms SF Based on 2013-2014 Inventory										
Average Size	1378	1483	1075	1520	1668	1421		960	960	960
Number	2	2	2	2	2	2		3	2	2
Total SF	2755	2965	2149	3039	3335	2841	1424	2880	1920	1920
Percent of Comparison Schools								67%	67%	67%

In contrast with the comparison schools, the District's Preliminary Offer only allocates BCS 67% of the Kindergarten classroom space per room that BCS is entitled to as reasonably equivalent facilities. It is also unclear why the District would offer 960 SF portables for Kindergarten classrooms when both the Egan and Blach sites already have larger Kindergarten classrooms on site.

The District's Preliminary Offer Fails to Allocate BCS Sufficient Teaching Stations

The District's Preliminary Offer methodology leaves BCS's in-District students without the classroom space they are entitled to under Proposition 39, and that are necessary for instruction. The District's calculation of space combines students across multiple grade levels to determine the number of teaching stations to provide. This is not reasonably equivalent to District schools where classes with as few as 14 students (see Attachment E) enjoy their own classroom and are not

combined with other grades. By requiring BCS to teach multiple grades in the same classroom, the Preliminary Offer deprives BCS students the reasonable equivalent facilities they are entitled to.

The District Failed to Describe the Arrangement for Sharing the Space Offered to BCS

Proposition 39 requires that the District's Preliminary Offer include all conditions pertaining to the space, including arrangements for BCS's use of shared space. (Regulations § 11969.9(f), (h); *Bullis Charter School v. Los Altos School District* (2010) 200 Cal.App.4th 1022, 1042.) Despite the regulations and court opinion that makes clear that a facilities offer must spell out the details of the sharing arrangement and accurately account for the sharing in the facilities offer, the District neglects to provide that detail. The District provided no specifics around the sharing arrangements.

The District offers BCS use of the Egan gym and Egan MPR at "50%". It is not clear whether that means 50% at the same time or different times, or based on days of the week, time of day, or some other sharing arrangement. Equally, there are no details regarding the sharing of the Egan library and blacktop. The District offered 40% use of the same facilities at Blach. It is not clear whether that means 40% at the same time or different times, or based on 2 days per week, the time of day, or some other sharing arrangement.

The lack of clarity makes it impossible for BCS to evaluate whether the facilities are reasonably equivalent.

Counter-Proposal for Proposition 39 Facilities

BCS maintains that the single site at Egan is legally, factually, and practically the most appropriate option. However, in the spirit of compromise, we offer a counter-proposal pursuant to Regulations Section 11969.9(g). While this proposal still falls short in many respect to a reasonably equivalent Proposition 39 facility, BCS supports this proposal in the spirit of cooperation.

BCS proposes a two-site solution on the Egan and Blach campuses. Our two-site solution avoids the requirement to building duplicative facilities on yet another campus. Facilities such as offices, staff rooms, teacher workrooms, as well as other facilities are required on each campus a school resides, and they come at both the facilities cost and staffing cost. As such, BCS views it as unnecessary. Site coordination with two shared campuses is already a big effort for both the District and BCS, so avoiding adding a third campus into the mix will reduce staff time for both parties.

BCS proposes that the District provide additional facilities at both the Blach and Egan campus instead of expanding onto a third campus. BCS proposes, that it continue to have use of all of the exclusive use and shared use spaces that it currently utilizes at Egan and Blach. In addition, to support our enrollment increase of 220 in-district students between both sites next year and to provide BCS students comparable facilities, BCS proposes and requests the following additions:

Egan

9 x 960 SF portables

3 x 1440 SF portables

To: Jeff Baier
RE: Response to Proposition 39 Preliminary Offer for the 2019-2020 School Year
Date: May 1, 2019
Page 10 of 10

Blach

3 additional 960 SF portables or use of 3 spaces within the Blach permanent buildings

BCS accepts the sharing arrangements for gym, MPR, fields, track, and tennis court, and other outdoor space laid out in the District's Preliminary Offer.

BCS also proposes that the science building space offered in the District's Preliminary Offer be at the Egan site, not the Blach site. BCS proposes BCS having expanded use of the drama/chorus room already provided on a part-time basis at Blach to 40% similar to other shared facilities on the Blach campus.

We do not believe that shared use of the library and computer labs is practical. Given the age difference among the students and the restrictions that the District wants to place on the use of these spaces, BCS sees sharing these facilities as problematic. BCS therefore requests exclusive space for library and computer lab use.

A facilities inventory for this proposal is included as Attachment J. A diagram showing the proposal is shown in Attachment K and Attachment L.

In an effort to keep these facilities discussions moving forward, we enclose with this response our preliminary comments to the District's proposed facilities use agreement. We reserve the right to provide additional comments and revisions, including to incorporate into the proposed agreement our counter-proposal summarized above.

Please contact us if you have any questions. We invite the District to meet with BCS's Proposition 39 team to further discuss the facilities allocation prior to issuing the final notification of facilities for the 2019-20 school year. We hope to resolve this matter as soon as possible.

Sincerely,



Wanny Hersey
Founding Superintendent

Filed 10/27/11

CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

BULLIS CHARTER SCHOOL,

Plaintiff and Appellant,

v.

LOS ALTOS SCHOOL DISTRICT et al.,

Defendants and Respondents.

H035195

(Santa Clara County

Super.Ct.No. CV144569)

The Legislature in 1992 enacted the Charter Schools Act (Ed. Code, § 47600 et seq.; the Act).¹ Eight years later, the California electorate amended the Act by adopting Proposition 39. Under that amendment, school districts must provide to charter schools established within their jurisdiction school facilities with “conditions reasonably equivalent to those in which the [charter school] students would be accommodated if they were attending other public schools of the district.” (§ 47614, subd. (b).) This case explores the practical meaning of this reasonable equivalence mandate.

Bullis Charter School filed a petition for writ of mandamus and a complaint alleging that the Los Altos School District (District) had violated the Act, as amended, by failing to offer and provide Bullis with facilities for the 2009-2010 school year that were reasonably equivalent to other public schools in the District. The District prevailed and Bullis challenges the court’s ruling here. Bullis argues that the District’s offer of facilities was deficient, inter alia, because the District significantly understated the non-

¹ Further statutory references are to the Education Code unless otherwise stated.

classroom space available to District-run schools in the comparison group; overstated the size of the Bullis facility; did not consider the size of the site offered to Bullis as compared with the sizes of school sites in the comparison group; understated the size of some of the comparison schools' buildings; and failed to consider or provide for certain facilities, such as childcare facilities, which existed at each of the comparison group schools.

We conclude that the District offer of facilities for the 2009-2010 school year did not comply with Proposition 39 or its implementing regulations. Proposition 39 mandates that facilities be “shared fairly” among all public school students, including charter school students (§ 47614, subd. (a)). The regulations specify that a school district—in responding to a Proposition 39 facilities request by offering “reasonably equivalent” facilities to the charter school—must (1) select appropriate district-run schools to use as a comparison group with the charter school, (2) consider three categories of space (teaching, specialized teaching, and non-teaching space) in the comparison group schools, and (3) consider the site size of the comparison schools. In making its facilities offer, the school district must make a good faith effort to consider and accurately measure *all* of the facilities of the comparison group schools and accurately describe the facilities offered to the charter school. It is only through such an approach that one can determine whether “reasonably equivalent” facilities have been offered by the school district.

The District, in its facilities offer here, excluded from consideration over *one million square feet* of collective non-classroom space of the comparison group schools. Its past practice notwithstanding, the District failed even to consider total site size; had it done so, using its own methodology, its offer would have contained some 35 percent greater acreage. It overstated the facilities offered to Bullis by considering (1) a soccer field on a 100 percent basis even though its shared use made it available to the charter

school for only 40 percent of the time, and (2) a multi-purpose room as being District-supplied, even though it was built, owned, and operated by Bullis. And the District used an arbitrary “standard” size figure for certain facilities (e.g., libraries), thereby understating the appropriate size of such facility to be offered to Bullis. Based upon these deficiencies in the aggregate, we hold that the facilities offer was inconsistent with the mandate of Proposition 39 that a school district conduct a fair assessment of the facilities needed by the in-district charter school students so that those facilities offered meet the reasonable equivalence standard. The court should have granted mandamus and declaratory relief making an affirmative finding that the District acted arbitrarily by failing to apply the proper legal standards in its facilities offer to Bullis, in violation of Proposition 39. Accordingly, we will reverse the judgment.

PROCEDURAL BACKGROUND

Bullis filed this action against the District on June 10, 2009.² In its amended petition and complaint (Petition), Bullis sought (1) a writ of mandate compelling the District to provide it with “reasonably equivalent facilities” as required under the law, and (2) a declaration from the court that the District’s offer of facilities for the 2009-2010 school year violated Proposition 39 and its implementing regulations.

Bullis alleged in the Petition that it was established in the Spring of 2003.³ Although neighborhood parents brought charter petitions that were twice rejected by the District, they ultimately obtained approval of their petition from the Santa Clara County

² The named defendants in the action are the District, its Board of Trustees, and its superintendent, Tim Justus. For simplicity, unless otherwise indicated, all references to the District shall be deemed to include each of the defendants and respondents.

³ We will sometimes refer to the allegations of the Petition in this paragraph and the succeeding two paragraphs without the prefatory “Bullis alleged” in order to avoid undue repetition of the phrase.

Office of Education (Board). The Board continues to serve as Bullis's chartering authority. Bullis alleged that since its opening for the 2004-2005 school year, it has been a highly successful public charter school for kindergarten through sixth grades (K-6). It has been operating since its inception in portable buildings located on a portion of the District-run Egan Junior High School campus (Egan site). Its facilities at the Egan site are "considerably smaller than, and otherwise incongruous with, facilities and space offered to comparison District-run schools." Because of its claimed success, Bullis applied to the Board in September 2008 for a revision to its charter to permit the addition of seventh and eighth grades; although opposed by the District, the Board granted the application.

In September 2008, Bullis submitted to the District its annual "Proposition 39 facilities request" for the 2009-2010 school year, which included enrollment projections and a request for facilities for a newly authorized seventh grade classroom. The District made a preliminary offer of facilities on January 30, 2009. Bullis responded by noting a series of claimed deficiencies with the preliminary offer, and on April 1, 2009, the District submitted its final offer of facilities for the 2009-2010 school year (Facilities Offer, or Offer). Both the Facilities Offer and the preliminary offer (attached to the Facilities Offer) utilized in the analysis five District-run elementary schools as comparison schools (i.e., Loyola, Covington, Almond, Santa Rita, and Gardner Bullis [Gardner]). The final Facilities Offer did not provide any facilities for a seventh grade. Bullis notified the District that it would occupy the facilities offered by the District, but continued to communicate its position that the District's Offer was deficient in that it failed to offer any facilities for the seventh grade and did not propose reasonably equivalent facilities for K-6.

Bullis claimed in the Petition that the Facilities Offer violated the Act and Proposition 39. These violations included (1) failing to offer any seventh grade facilities;

(2) omitting a significant amount of space at the five comparison schools; (3) treating facilities that Bullis shared with another school as if Bullis had fulltime use; (4) including in its offer a multi-purpose room which Bullis itself built, paid for, owned, and maintained; (5) charging Bullis for its own multi-purpose room on the same pro-rata per square foot basis as charged for indoor facilities the District itself provides; and (6) improperly imposing conditions in the Facilities Offer.⁴ As a result, the District, in its Facilities Offer, placed Bullis on a site “little more than one-half the size of all other District elementary school sites.”

The parties submitted substantial briefing and evidence by in support of, and in opposition to the Petition, including supplemental supporting and opposing papers. After hearing extensive argument, on November 24, 2009, the court issued an order denying the relief sought in the Petition. A judgment was thereafter entered in favor of the District, and Bullis filed a timely notice of appeal.

DISCUSSION

I. *Mootness*

The 2009-2010 school year had ended by the time appellate briefing was completed in this case. Because the issues on appeal concern whether the District’s final offer of facilities for the 2009-2010 school year violated the Act and Proposition 39, we deemed the potential mootness of this case to be of significant prominence which

⁴ The District’s failure to include any seventh grade facilities in the Facilities Offer was a significant area of contention below. While Bullis makes passing reference to this issue in its brief, it does not submit argument to the effect that the District’s omission of such facilities was a violation of Proposition 39. Likewise, Bullis does not submit argument concerning whether the District may charge Bullis a pro rata share for the multi-purpose room Bullis owns. Any appellate argument on these matters is thus forfeited. (*Tiernan v. Trustees of Cal. State University & Colleges* (1982) 33 Cal.3d 211, 216, fn. 4.)

warranted further briefing. (See *City of Hollister v. Monterey Ins. Co.* (2008) 165 Cal.App.4th 455, 479 [mootness may be examined by appellate court on its own motion].) After considering the supplemental letter briefs of the parties, we conclude that this case is not moot. Moreover, even were we to find it moot, we would nonetheless exercise our discretion to decide the case because the issues are of sufficient public interest and are likely to recur.

Our high court, in a case addressing constitutional challenges to statutes regulating the training and furnishing of guide dogs for blind persons, has explained the principles of mootness: “ ‘[W]hen, pending an appeal from the judgment of a lower court, and without any fault of the defendant, an event occurs which renders it impossible for this court, if it should decide the case in favor of plaintiff, to grant him any effectual relief whatever, the court will not proceed to a formal judgment, but will dismiss the appeal. [Citations.]’ [Citation.] . . . [S]ince it is established that the constitutionality of a statute may be tested [by a declaratory relief proceeding] . . . [citation], the general rule governing mootness becomes subject to the case-recognized qualification that an appeal will not be dismissed where, despite the happening of the subsequent event, there remain material questions for the court’s determination. This qualification or exception has been applied to actions for declaratory relief upon the ground that the court must do complete justice once jurisdiction has been assumed [citation], and the relief thus granted may encompass future and contingent legal rights.” (*Eye Dog Foundation v. State Bd. of Guide Dogs for the Blind* (1967) 67 Cal.2d 536, 541, fn. omitted, quoting *Consolidated Vultee etc. Corp. v. United Auto. etc. Workers* (1946) 27 Cal.2d 859, 863.)

Examples in which subsequent events have rendered a controversy moot are numerous. They include cases in which a legislative enactment eliminated the sole issue on appeal (*Sagaser v. McCarthy* (1986) 176 Cal.App.3d 288, 299); the child who was the subject of a guardianship order became an adult while the appeal was pending (*Estate of*

McSwain (1917) 176 Cal. 287, 288); and the parties settled the disputes arising out of an underlying contract while the appeal was pending (*Cappellino v. Moore* (1929) 207 Cal. 36, 38). The mere passage of time after the entry of the judgment from which an appeal is taken may also render the controversy moot. (See, e.g., *Feder v. Lahanier* (1962) 200 Cal.App.2d 483, 484-485.)

Even if a case is technically moot, the appellate court may nonetheless exercise its discretion to decide the case. Such an exercise of discretion may occur where the case “poses an issue of broad public interest that is likely to recur.” (*In re William M.* (1970) 3 Cal.3d 16, 23; see also *Konig v. Fair Employment & Housing Com.* (2002) 28 Cal.4th 743, 745-746, fn. 3.) This exception has been invoked in many instances in order to decide a case of continuing public interest. (See, e.g., *Johnson v. Hamilton* (1975) 15 Cal.3d 461, 465 [observing that it has been “frequently held that a case is not mooted from the fact alone that the issue in the case is of no further immediate interest to the person raising it”]; *California Correctional Peace Officers Assn. v. State of California* (2000) 82 Cal.App.4th 294, 303-304: “There is ample precedent for resolving important issues of substantial and continuing public interest that may otherwise evade review.”) And the public interest exception has been applied in the context of a mandamus proceeding. (*Bahuyut v. Superior Court* (1996) 12 Cal.4th 826, 829–830, fn. 4.)

Another exception to the mootness doctrine is where there is a distinct possibility that the controversy between the parties may recur. (*Cucamongans United for Reasonable Expansion v. City of Rancho Cucamonga* (2000) 82 Cal.App.4th 473, 479 (*Cucamongans United*)). A third exception exists “when a material question remains for the court’s determination [citation].” (*Id.* at p. 480.)

In this instance, although the 2009-2010 school year has long since passed—as has, of course, the 2010-2011 school year—it is readily apparent to this court that the controversy raised by Bullis’s Petition is one that possibly, if not probably, will recur.

The process by which Bullis, like all other charter schools, must request facilities from the District is an annual one. (See § 47614, subd. (b)(2).)⁵ We conclude that the controversy is not moot because of the likely recurrence of a similar controversy concerning a future Bullis facilities request. (*Cucamongans United, supra*, 82 Cal.App.4th at p. 479.)

Under similar circumstances, the court in *Environmental Charter High School v. Centinela Valley Union High School Dist.* (2004) 122 Cal.App.4th 139 (*Environmental Charter High School*) applied this exception to the mootness doctrine. There, the charter school brought a mandamus proceeding challenging the denial of a facilities request based on school district's claim that there was a lack of documentation in support of the request. (*Id.* at pp. 143, 144.) The charter school argued that the additional information sought by the district was confidential and could not be released without the consent of the parents of the prospective students. (*Id.* at p. 143.) After the trial court granted the petition and the school district appealed, the appellate court, notwithstanding that the school year in question had expired, concluded that the case was not moot "because the parties' dispute over application of the regulations to a facilities request is likely to recur." (*Id.* at p. 144.)

Furthermore, even were we to find the recurrence of this controversy between the parties to be unlikely, we believe this case presents issues of broad public interest that are likely to recur. There are hundreds of charter schools currently operating in this state. At least according to one source—amicus curiae California Charter Schools Association—

⁵ We are cognizant that the Board recently renewed Bullis's charter for an additional five-year period, through June 2017. (See Noguchi, *Charter Renewed, Frustrating Critics*, S.J. Mercury News (Oct. 7, 2011), p. B2.) Thus, there are at least five years in which the same or similar controversies between the parties concerning Bullis's right to receive reasonably equivalent facilities may potentially recur.

there are currently 912 California charter schools. (See <http://www.calcharters.org/2010/11/2010-11-new-charter-schools-fact-sheet.html>.) Issues concerning the manner in which school district facilities are allocated to charter schools under Proposition 39 are therefore undoubtedly of broad interest to the charter schools and the school districts receiving facilities requests. Further, there have to date been no published decisions specifically addressing a charter school's claim that a school district's reasonable equivalence analysis did not satisfy the requirements of Proposition 39. We therefore exercise our discretion (*Save Stanislaus Area Farm Economy v. Board of Supervisors* (1993) 13 Cal.App.4th 141, 147) to invoke the public interest exception to decide this case, notwithstanding the fact that the passage of time (i.e., the 2009-2010 school year) may have otherwise rendered this appeal moot.

II. *Mandamus and Standard of Review*

In a traditional mandamus action, an extraordinary writ may issue “to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station” (Code Civ. Proc., § 1085, subd. (a).) “The availability of writ relief to compel a public agency to perform an act prescribed by law has long been recognized. [Citation. ¶] What is required to obtain writ relief is a showing by a petitioner of ‘(1) A clear, present and usually ministerial duty on the part of the respondent . . . ; and (2) a clear, present and beneficial right in the petitioner to the performance of that duty’ [Citations.]” (*Santa Clara County Counsel Attys. Assn. v. Woodside* (1994) 7 Cal.4th 525, 539-540, superseded by statute as stated in *Coachella Valley Mosquito & Vector Control Dist. v. California Public Employment Relations Bd.* (2005) 35 Cal.4th 1072, 1077.) Courts have defined a ministerial act as “ ‘an act that a public officer is required to perform in a prescribed manner in obedience to the mandate of legal authority and without regard to his own judgment or opinion concerning such act’s propriety or impropriety, when a given state of facts exists.’ [Citation.]”

(*Kavanaugh v. West Sonoma County Union High School Dist.* (2003) 29 Cal.4th 911, 916.) “Thus, ‘[w]here a statute or ordinance clearly defines the specific duties or course of conduct that a governing body must take, that course of conduct becomes mandatory and eliminates any element of discretion.’ [Citation.]” (*Carrancho v. California Air Resources Board* (2003) 111 Cal.App.4th 1255, 1267; see, e.g., *Doe v. Albany Unified School Dist.* (2010) 190 Cal.App.4th 668, 682 [Education Code requiring districts to provide minimum number of hours of physical education imposed ministerial duty on district enforceable through mandamus].)

Courts have recognized implicitly the right to enforce through traditional mandamus proceedings a school district’s obligations under Proposition 39. For instance, in *Sequoia Union High School Dist. v. Aurora Charter High School* (2003) 112 Cal.App.4th 185, 195 (*Sequoia*), the court found mandamus relief appropriate in order for a charter school to compel a school district to provide it with “reasonably equivalent” facilities as required under section 47614, subdivision (b). And in *Ridgecrest Charter School v. Sierra Sands Unified School Dist.* (2005) 130 Cal.App.4th 986, 991-992 (*Ridgecrest*), a charter school was ultimately successful in seeking mandamus to compel a school district, which had made a Proposition 39 facilities offer that included classrooms at five separate locations, to comply with its duty under section 47614, subdivision (b) of providing a charter school with “contiguous” facilities.

Our high court has described the appropriate level of judicial scrutiny of agency action “ ‘in any particular case is perhaps not susceptible of precise formulation, but lies somewhere along a continuum with nonreviewability at one end and independent judgment at the other.’ [Citation.] Quasi-legislative administrative decisions are properly placed at that point of the continuum at which judicial review is more deferential; ministerial and informal actions do not merit such deference, and therefore lie toward the opposite end of the continuum.” (*Western States Petroleum Assn. v. Superior Court*

(1995) 9 Cal.4th 559, 575-576.) The First District Court of Appeal has enunciated some guiding principles for our consideration of this appeal: “Courts exercise limited review in ordinary mandamus proceedings. They may not reweigh the evidence or substitute their judgment for that of the agency. They uphold an agency action unless it is arbitrary, capricious, lacking in evidentiary support, or was made without due regard for the petitioner’s rights. [Citations.] However, courts must ensure that an agency has adequately considered all relevant factors, and has demonstrated a rational connection between those factors, the choice made, and the purposes of the enabling statute. [Citation.] Because trial and appellate courts perform the same function in mandamus actions, an appellate court reviews the agency’s action de novo. [Citation.]” (*Sequoia, supra*, 112 Cal.App.4th at p. 195.)

III. *The Act, Proposition 39, and Implementing Regulations*

A. *The Act*

The Legislature adopted the Act in 1992 for the express purpose of “provid[ing] opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure” (§ 47601.) The Act had six stated goals: (1) improving student learning; (2) increasing opportunities for learning and expanding learning experiences, particularly for low-achieving students; (3) fostering teaching techniques that are different and innovative; (4) developing new teaching opportunities, including the opportunity to be responsible for learning programs at the charter school; (5) giving expanded choices in educational opportunities to parents and students beyond those available in the public school system; and (6) making charter schools accountable for achieving measurable student outcomes. (§ 47601, subds. (a)-(f).) When it amended the Act in 1998, the Legislature identified a seventh goal of affording robust competition within the public

school system to encourage ongoing improvements for all public schools. (§ 47601, subd. (g), added by Stats.1998, ch. 34, § 1, pp. 193-194.)

The Act has survived constitutional challenge. In *Wilson v. State Bd. of Education* (1999) 75 Cal.App.4th 1125 (*Wilson*), taxpayers asserted various constitutional challenges to the Act and amendments to it. The First District Court of Appeal (Division Four) rejected each of those challenges, including contentions that the 1998 amendments to the Act violated article IX, section 5 of the state Constitution in that they reflected the Legislature's abdication of control over public education functions (*Wilson*, at pp. 1134-1136), and gave operational independence to charter schools contrary to the constitutional mandate that the Legislature "provide a 'system of common schools' " (*id.*, at p. 1136). As to the latter claim, the court observed that the Legislature in the 1998 amendment to the Act "explicitly found that charter schools are (1) part of the article IX 'Public School System'; (2) under its jurisdiction; and (3) entitled to full funding. (§ 47615, subd. (a).)" (*Wilson*, at p. 1137.) *Wilson* held that the Act met the constitutional mandate of uniformity within the public school system because it required that charter schools receive funding comparable to other public schools, hire teachers meeting the same minimum requirements as other public school teachers, maintain programs designed to meet state standards, and have their students' progress assessed under the same approach as other public school students. (*Id.* at p. 1138.)

B. *Proposition 39*

California voters in November 2000 approved Proposition 39, which included amending section 47614. That statute had previously imposed a limited obligation upon a school district to provide facilities to charter schools: A district was required to provide to a charter school operating in its district, "at no charge, facilities not currently used by the school district for instructional or administrative purposes, or that have not been historically used for rental purposes." (Former § 47614, added by Stats.1998, ch. 34,

§ 15, pp. 202-203.) Proposition 39—containing the recital of the voters’ intent “that public school facilities should be *shared fairly* among all public school pupils, including those in charter schools” (§ 47614, subd. (a), italics added)—significantly changed this obligation. (See *California School Boards Assn. v. State Bd. of Educ.* (2010) 191 Cal.App.4th 530, 540-541.) Instead of requiring each district to provide its castoff school property to charter schools at no cost, the voter-approved amendment provided in part: “Each school district shall 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. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. The school district shall 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.” (§ 47614, subd. (b), italics added.)⁶

Proposition 39 had the effect of requiring districts to “make facilities available to charter schools operating in the district that will accommodate all the charter school’s in-district students.” (*Sequoia, supra*, 112 Cal.App.4th at pp. 189-190, fn. omitted.) As our colleagues in the Fifth District Court of Appeal have aptly explained, “These ‘shared fairly,’ ‘reasonably equivalent,’ and ‘contiguous’ provisions seem clearly to require a district, in responding to a Proposition 39 facilities request, to give the same degree of

⁶ School districts’ obligations to provide facilities to charter schools under Proposition 39 took effect three years after the November 2000 effective date of the proposition. (§ 47614, subd. (b)(3).)

consideration to the needs of charter school students as it does to the students in district-run schools.” (*Ridgecrest, supra*, 130 Cal.App.4th at p. 999, fn. omitted.)

The proposition established a procedural mechanism by which a charter school could make an annual facilities request to the school district in which the school operated, including in the request “a reasonable projection of the charter school’s average daily classroom attendance by in-district students for the following year.” (§ 47614, subd. (b)(2).) Districts were given the discretion to deny requests where the charter school projected less than 80 units of average daily attendance. (§ 47614, subd. (b)(4).) A charter school must make a showing of its enrollment projections with relevant supporting documentation in presenting its Proposition 39 facilities request to the school district. (*Environmental Charter High School, supra*, 122 Cal.App.4th at p. 153.) The Act, however, does not require the charter school to make its enrollment projections with “arithmetical precision.” (*Sequoia, supra*, 112 Cal.App.4th at p. 196.)

C. *Implementing Regulations*

Proposition 39 also required the State Department of Education to propose, and gave the State Board of Education the authority to adopt, regulations to implement the amendment to section 47614, including regulations defining (among other terms), “ ‘conditions reasonably equivalent,’ ” and specifying annual facilities request procedures. (§ 47614, subd. (b)(6).) The State Board of Education in 2002 adopted regulations implementing the provisions of section 47614. (Cal. Code Regs., tit. 5, § 11969.1 et seq.)⁷ New regulations were adopted by the State Board in 2008.

⁷ Further references to “regulation” or “reg” are to sections under title 5 of the California Code of Regulations.

One regulation adopted by the State Board—regulation 11969.3, which is at the heart of this controversy—specifically addresses a school district’s obligation to provide facilities to a charter school “sufficient . . . to accommodate all of the charter school’s in-district students in conditions reasonably equivalent [to facilities they would receive] if they were attending other public schools of the district,” as provided under section 47614, subdivision (b). Subdivisions (a) through (c) of regulation 11969.3 specify the school district’s methodology for conducting a reasonable equivalency analysis in responding to a charter school’s facilities request.

Regulation 11969.3, subdivision (a)(1), provides that “[t]he standard for determining whether facilities” offered to a charter school satisfy the statute’s reasonable equivalency requirement “shall be a comparison group of district-operated schools with similar grade levels.” As discussed in part IV.C., post, there are two, apparently alternative methods of determining the comparison group. (Reg. 11969.3, subd. (a)(2), (3).)

Subdivision (b) of regulation 11969.3 (captioned “Capacity”) describes three categories of facilities a school district shall consider in its reasonable equivalence analysis.⁸ A school district shall provide “teaching stations,” “specialized classroom

⁸ Subdivision (b) of regulation 11969.3 reads in part: “(b) Capacity. [¶] (1) Facilities 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. School district ADA shall be determined using projections for the fiscal year and grade levels for which facilities are requested. Charter school ADA shall be determined using in-district classroom ADA projected for the fiscal year and grade levels for which facilities are requested. . . . [¶] (2) If the school district includes specialized classroom space, such as science laboratories, in its classroom inventory, the space allocation provided pursuant to paragraph (1) of subdivision (b) shall include a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space. The amount of specialized classroom space allocated and/or the access to specialized classroom space

space,” and “non-teaching station space,” based upon methods of correlating the comparison group schools’ facilities with the average daily attendance (ADA) of the students living in the district projected to attend the charter school. (*Ibid.*)

Regulation 11969.3, subdivision (c) (captioned “Condition”) identifies the factors a school district must consider in determining “whether the condition of the facilities provided to a charter school is reasonably equivalent to the condition of the comparison group schools.”⁹ Included among those listed factors are the size of the school site (reg. 11969.3, subd. (c)(1)(A)), and the condition of play areas and athletic fields (reg. 11969.3, subd. (c)(1)(G)).

provided shall be 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. [¶] (3) The 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. Non-teaching station space is all of the space that is not identified as teaching station space or specialized classroom space and includes, but is not limited to, administrative space, kitchen, multi-purpose room, and play area space. If necessary to implement this paragraph, the district shall negotiate in good faith with the charter school to establish time allocations and schedules so that educational programs of the charter school and school district are least disrupted.”

⁹ Subdivision (c)(1) of regulation 11969.3 reads in its entirety: “(c) Condition. [¶] (1) All of the factors listed below shall be used by the school district and charter school to determine whether the condition of facilities provided to a charter school is reasonably equivalent to the condition of comparison group schools. Condition is determined by assessing such factors as age (from latest modernization), quality of materials, and state of maintenance. [¶] (A) School site size. [¶] (B) The condition of interior and exterior surfaces. [¶] (C) The condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes. [¶] (D) The availability and condition of technology infrastructure. [¶] (E) The condition of the facility as a safe learning environment including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use. [¶] (F) The condition of the facility’s furnishings and equipment. [¶] (G) The condition of athletic fields and/or play area space.”

Regulation 11969.9 provides the procedure by which a charter school applies to a school district annually for facilities, and the school district responds to such a facilities request. The charter school must make a written request by November 1 of the preceding fiscal year (reg. 11969.9, subd. (b)), and the request must include, *inter alia*, a reasonable projection of its in-district students for the succeeding year and the method by which the projection was derived. (Reg. 11969.9, subd. (c)(1).) The school district may object to any of the charter school's projections (reg. 11969.9, subd. (d)), and the charter school may respond to those objections (reg. 11969.9, subd. (e)) within specified times. The district must prepare by February 1 a written preliminary proposal for facilities. (Reg. 11969.9, subd. (f).) "At a minimum, the preliminary proposal shall include (1) the projections of in-district classroom ADA on which the proposal is based, (2) the specific location or locations of the space, (3) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space, and (4) the projected pro rata share amount and a description of the methodology used to determine that amount. The district shall also provide the charter school a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the charter school's facilities request" (*Ibid.*) The charter school may respond to the preliminary proposal by March 1 (reg. 11969.9, subd. (g)), and by April 1, the district must submit its final written offer of facilities, responding to any concerns or counterproposals by the charter school, and identifying specifically, among other things, "the teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space to which the charter is to be provided access on a shared basis with district-operated programs; [¶ and] for shared space, the arrangements for sharing" (Reg. 11969.9, subd. (h)(1) & (2).)

IV. *Compliance of District's Facilities Offer with Proposition 39*

A. *Introduction*

Bullis contends that the District violated Proposition 39, as elucidated by the implementing regulations, by failing to provide facilities for the 2009-2010 school year “sufficient for the charter school to accommodate all of [Bullis’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.” (§ 47614, subd. (b).) It argues that the District’s analysis in its Facilities Offer was flawed in a number of respects, and that these flaws, individually and collectively, had the effect of falsely describing the facilities proposed to Bullis that would be reasonably equivalent under Proposition 39.

These claimed flaws in the District’s analysis consist in (1) the exclusion of large portions of the outdoor space at the five schools in the comparison group, thereby significantly understating that space; (2) giving insufficient consideration to Bullis’s overall site size in relation to the total acreage of each of the comparison group schools, thereby ignoring the fact that the Egan site offered to Bullis was significantly smaller than the comparison schools’ sites; (3) the incorrect selection of five schools for the comparison group, rather than the three comparison schools in which the largest number of charter school students reside, thereby deflating the acres-per-student needed by Bullis students; (4) overstating the size of the facilities offered to Bullis; (5) the improper use of “standard room” sizes instead of actual room sizes for certain rooms (e.g., libraries), thereby decreasing the room sizes needed by Bullis; and (6) failing to provide a before- and after-school child care facility that was available to each of the schools in the comparison group. We will examine each of these claims below in the context of evaluating whether the District satisfied its ministerial duty of providing a facilities offer

that met Proposition 39's requirement that Bullis's in-district students be offered and provided "reasonably equivalent" facilities.¹⁰

B. *Outdoor Space at Comparison Schools*

Bullis contends the District's Proposition 39 analysis was flawed because it significantly understated the amount of exterior space for each of the five schools in the comparison group. It argues that under the regulations, and in particular regulation 11969.3, all space, such as the outdoor "non-teaching station space," must be considered, and the District may not exclude portions of the comparison group schools' outdoor space due to its belief that the excluded space was unusable (or for any other reason).

1. *Evidence*

The Facilities Offer included a chart that, among other things, listed the outdoor space at each of the five comparison group schools; the space categories were described separately as "K play area," "non-K blacktop," and "Turf area." The chart also included a calculation of the average square footage for each of the three outdoor categories based upon the figures for the five comparison group schools.

Bullis presented evidence that large amounts (*over 50 %*) of exterior square footage were not included in the District's calculations, thereby understating the actual

¹⁰ The District has requested that we take judicial notice of various documents, namely, two newspaper articles, the District's financial report, the Governor's budget summary (fiscal year 2011-2012), and other documents regarding California's public schools. These documents were not part of the record considered below by the trial court. The District's request for judicial notice is therefore denied. (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 444, fn. 3 [appellate courts generally refuse to take judicial notice of evidence not presented to trial court]; see also *Franklin Mint Co. v. Manatt, Phelps & Phillips, LLP* (2010) 184 Cal.App.4th 313, 332, fn. 9 [same].) Bullis's conditional request for judicial notice—in which it sought judicial notice of three documents *only if* its objections to the District's judicial notice request were overruled—is likewise denied.

amount of outdoor space at the comparison schools. Bullis's evidence may be summarized in the following table:

Table 1 – Total Outdoor Space – Five Comparison Group Schools (sq. feet)

Comparison Group School	Bullis's Evidence	District Reported	Difference	Space Excluded	Average (Actual)	Average (District Reported)
Almond	355,289	220,958	134,331	38%		
Loyola	337,866	154,818	183,048	54%		
Covington	497,198	146,769	350,429	70%		
Gardner	365,652	106,070	259,582	71%		
Santa Rita	409,740	238,707	171,033	42%		
Total	1,965,745	867,322	1,098,423	56%		
					393,149	173,464 ¹¹

In addition to Bullis showing the total outdoor space for each of the comparison group schools, it presented evidence of the amount of actual “K play area,” “non-K blacktop,” and “Turf area” for the five schools. The following table presents this apples-to-apples comparison between the calculations in the Facilities Offer and those presented by Bullis—showing that the District's figures generally were understated:

Table 2 – Outdoor Space (K Play, Non-K Blacktop, Turf) – Five Comparison Group Schools (sq. feet)

	Almond	Loyola	Covington	Gardner	Santa Rita	Average
Bullis's						

¹¹ The 173,464 square feet of average outdoor space for the comparison group schools was listed by the District in the Facilities Offer as 7,977 (K play area), 56,164 (non-K blacktop), and 109,323 (Turf area). Also, two of the figures in the “District reported” column (i.e., for Almond and Santa Rita) differ slightly from the figures reported in the evidence submitted by Bullis through the declaration of Ken Smith. The figures we list are derived from the District's Facilities Offer.

Evidence						
<i>K</i>	12,223	9,490	16,057	12,310	6,211	11,258
<i>Non-K</i>	78,129	58,979	57,578	51,257	55,992	60,387
<i>Turf</i>	144,586	101,924	128,933	50,485	210,668	127,319
<i>Total</i>	234,988	170,393	202,568	114,052	272,871	198,974
District Reported						
<i>K</i>	10,387	5,557	7,635	10,300	6,007	7,977
<i>Non-K</i>	78,446	57,588	54,217	46,640	43,930	56,164
<i>Turf</i>	132,125	91,673	84,917	49,130	188,770	109,323
<i>Total</i>	220,958	154,818	146,769	106,070	238,707	173,464

The District's Offer included the square footage of these three areas of outdoor space proposed to Bullis—6,850 (K), 49,330 (non-K), and 91,410 (turf). The understatement of the comparison group schools' square footage of these three areas obviously reduced the actual gap between the average space at the comparison schools and the analogous space offered to Bullis.

Randall Kenyon, Assistant Superintendent of the District, testified that much of the comparison schools' exterior space, which he generally described as "unusable areas," was not included in the Proposition 39 analysis for the 2009-2010 school year. This excluded space included landscaping, "hilly unusable area," picnic tables, and walkways (at Covington); a large sloped area, other flat landscaped areas, a lunch area, and a childcare area (at Gardner); a playground, landscaping, blacktop between buildings

and a field, lunch areas, a garden, a play structure, and bicycle racks (at Loyola); and an outdoor amphitheatre, a play structure, landscaping, and lunch areas (at Santa Rita).¹²

Lawrence Schadt, an architect hired by the District, confirmed in his deposition that he was instructed by Kenyon to perform square footage calculations of only discrete portions of exterior space of the five schools in the comparison group.¹³ In one instance, after providing calculations to Kenyon, Schadt sent some revised figures pertaining to certain areas that were “recalculated . . . per [Kenyon’s] request,” including a reduction by nearly 10,000 square feet of a blacktop area at Santa Rita. Schadt testified that he excluded outside areas of the comparable schools such as portions of the baseball field, a play area, an outdoor amphitheatre, and blacktop areas with trees and benches between classroom buildings at Covington; a large park area of about 60,000 square feet at Santa Rita; turf and lunch areas at Gardner; and areas adjacent to classrooms, and a concrete area at Loyola.¹⁴

Bullis also presented evidence that the turf areas for three of the comparison group schools as reported in the Facilities Offer were significantly smaller than the District’s

¹² Notwithstanding Kenyon’s testimony that there was only about seven acres of “usable space” at the Gardner facility, Kenyon reported in January 2009 to the California Department of Education that Gardner had 10 “TOTAL USABLE ACRES.”

¹³ For example, in one e-mail dated March 7, 2008, Kenyon requested that Schadt provide square footage calculations for the following areas at Gardner: “The areas are **turf** (the existing field, not anything else), **K play area** (the area excluding the grass), and **other blacktop** (the elevated blacktop area in the back and other blacktop areas).” (Original bold.)

¹⁴ Schadt testified that he did not include the whitetop area at Loyola in his calculations because “it’s concrete, not blacktop.”

figures in its Proposition 39 facilities offers for prior school years.¹⁵ Beginning in the 2008-2009 facilities offer and continuing in the subject 2009-2010 Facilities Offer, the turf areas for Almond, Covington, and Santa Rita decreased by the following square footage: 26,875 (Almond); 42,083 (Covington); and 16,830 (Santa Rita). Kenyon was unable to explain in his deposition the reason for the decrease in the turf square footage figures for these three schools in the comparison group.

2. *Discussion of claim*

As noted, regulation 11969.3, subdivision (b)(3) requires that the school district provide “non-teaching station space” to a charter school that is “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.” The regulations require further that the district, in its preliminary offer, provide the charter school with “a list and description of the comparison group schools used in developing its preliminary proposal” (Reg. 11969.9, subd. (f).) And subdivision (h) of regulation 11969.9 requires that the school district, in its final facilities proposal, “specifically identify” the non-teaching station space offered to the charter school.

Notwithstanding the apparently clear mandate of the implementing regulations, the District in the Facilities Offer here does not “allocate and/or provide access to non-teaching station space” to Bullis based upon its in-district classroom ADA and the per-student amount of such space in the comparison group schools, as required under regulation 11969.3, subdivision (b)(3). Instead, the District identifies *a much smaller subset* of the non-teaching station space—namely, K play area, non-K blacktop, and turf

¹⁵ As discussed in part IV.C., *post*, prior to the 2008-2009 school year, the District used three schools in the comparison group, rather than five, in reasonable equivalence analyses supporting its facilities offers to Bullis.

area. It then provides measurements and averages of those three areas at the comparison group schools, and formulates its Offer to Bullis based upon those three subcategories of space within the non-teaching station space category.¹⁶ The District's claimed justification for its approach is two-fold.

First, the District contends that in the case of non-classroom facilities, it need only consider those that are common to each of the schools in the comparison group. Under this view, for example, if all five comparison group schools had tennis courts, the area would be deemed non-teaching station space; but if one or more of the comparison group schools did not have tennis courts, the area would not be considered in the reasonable equivalence analysis.

There is no support in the regulations for this viewpoint. The District's approach would allow a comparison group school's subjective use determination of its non-classroom space to control the analysis. For instance, using the above example, if all five schools had tennis courts, but one school chose to use the area for badminton only, in the District's view, the space would not be considered in the Proposition 39 analysis. Likewise, if one school discontinued a previous use of space that was common to the other comparison group schools, the space would no longer be factored into the district's reasonable equivalence evaluation, notwithstanding the absence of any reduction in the non-classroom space being considered. This common usage approach could lead to—as has occurred here—the exclusion of a substantial amount of non-teaching station space from the analysis, to the potential detriment of the charter school. We believe that a

¹⁶ We acknowledge that the Facilities Offer, in addition to K play, non-K blacktop, and turf, identifies two other small areas of non-teaching station space (bathrooms and "Storage/Custodial/Servery Space") that it provides to Bullis, totaling about 1,700 square feet. Our concern here focuses on the large amount of outdoor space at the comparison group schools which the District did not consider as non-teaching station space area.

school district, in determining the amount of non-teaching station space it must allocate to the charter school, must take an objective look at all of such space available at the schools in the comparison group. A school district may achieve the mandate under Proposition 39 and the regulations of “giv[ing] the same degree of consideration to the needs of charter school students as it does to the students in district-run schools” (*Ridgecrest, supra*, 130 Cal.App.4th at p. 999, fn. omitted; see also reg. 11969.2, subd. (d)) only if it considers the entire non-classroom space in the facilities offer.

Second, the District, invoking the doctrine of *ejusdem generis*, argues that the term “non-teaching station space” in regulation 11969.3, subdivision (b)(3) is limited by the examples given in the regulation. Subdivision (b)(3) of regulation 11969.3 provides: “Non-teaching station space is all of the space that is not identified as teaching station space or specialized classroom space and includes, but is not limited to, administrative space, kitchen, multi-purpose room, and play area space.” The District contends that—rather than constituting a catch-all category of space which is neither teaching station nor specialized classroom space—“non-teaching station space” “must be construed to include only those within the same class as those that are explicitly enumerated (*i.e.*, ‘administrative space, kitchen, multi-purpose room and play area space[]’).” We disagree.

As our high court has explained, “The principle of *ejusdem generis* holds that ‘ “ where general words follow the enumeration of particular classes of persons or things, the general words will be construed as applicable only to persons or things of the same general nature or class as those enumerated. [It] is based on the obvious reason that if the [writer] had intended the general words to be used in their unrestricted sense, [he or she] would not have mentioned the particular things or classes of things which would in that event become mere surplusage.” ’ [Citations.]” (*Harris v. Capital Growth Investors XIV* (1991) 52 Cal.3d 1142, 1160, fn. omitted (*Harris*), superseded by statute on another point

as stated in *Munson v. Del Taco, Inc.* (2009) 46 Cal.4th 661, 664-665.) The doctrine is employed as an interpretive aid where the language is ambiguous. (*Zumbrun Law Firm v. California Legislature* (2008) 165 Cal.App.4th 1603, 1619 (*Zumbrun*).) Use of the *ejusdem generis* doctrine is inappropriate where to do so “would frustrate the intent underlying the statute.” (*Moore v. California State Bd. of Accountancy* (1992) 2 Cal.4th 999, 1012.)

Thus, *ejusdem generis* is not a doctrine of inflexible application. As we have explained: “The rule of *ejusdem generis* assumes that the general term chosen by the Legislature conveys a relatively ‘unrestricted sense.’ Sometimes this is so; sometimes it is not. The rule also supposes that the operative characteristics of the enumerated things may be readily discerned from the face of the statute, but that is not necessarily the case. With or without *ejusdem generis*, the real intent of an inclusive or expansive clause must ordinarily be derived from the statutory context and, if necessary, other permissible indicia of intent. *Ejusdem generis*, with its emphasis on abstract semantical suppositions, may do more to obscure than disclose the intended scope of the clause.” (*O’Grady v. Superior Court* (2006) 139 Cal.App.4th 1423, 1462.)

We decline to employ the doctrine as urged by the District here. We do not find the challenged definitional language of “non-teaching station space” to be ambiguous. The regulation clearly denotes that the term means “*all* of the space that is not identified as teaching station space or specialized classroom space.” (Reg. 11969.3, subd. (b)(3), *italics added*.) As such, the regulation defines the term as *all* space other than space having the two other classifications delineated in subdivision (b) of regulation 11969.3. This straightforward formula for determining what is “non-teaching station space” would be obscured by construing the four specific examples that follow the “all of the space . . .” language in the regulation (“includes, but is not limited to, administrative space, kitchen, multi-purpose room, and play area space”) as somehow limiting the

definition to only *certain* space that is neither teaching station nor specialized classroom space. (See, e.g., *Ortega Rock Quarry v. Golden Eagle Ins. Corp.* (2006) 141 Cal.App.4th 969 [rejecting application of ejusdem generis doctrine to narrowly construe definition of all pollutants in pollution exclusion in insurance policy; use of “‘including’ ” followed by list of examples did not limit term to same class as listed examples].) This is simply not an instance where the regulation’s draftsman identified four examples as a means of limiting the general term. (*Harris, supra*, 52 Cal.3d at p. 1160.) Rather, by using the phrase “all space . . .,” the draftsman intended that “non-teaching station space” have a meaning that was unrestricted by the specific examples following it in the regulation.

Moreover, the adoption of ejusdem generis would frustrate the intent of Proposition 39 and its implementing regulations. Allowing a school district to allocate only some portion of non-classroom space to a charter school based upon an evaluation of limited areas of the comparison group schools would be contrary to the intent of the voters adopting Proposition 39 that school district facilities be “shared fairly” among all public school pupils. (§ 46714, subd. (a).) The doctrine of “ejusdem generis ‘ “is by no means a rule of universal application, and its use is to carry out, not to defeat, the legislative intent. When it can be seen that the particular word by which the general word is followed was inserted, not to give a coloring to the general word, but for a distinct object, and when, to carry out the purpose of the statute, the general word ought to govern, it is a mistake to allow the ejusdem generis rule to pervert the construction.” ’ [Citation.]” (*Zumbrun, supra*, 165 Cal.App.4th at pp. 1619-1620.)

The approach in the Facilities Offer of excluding significant amounts of non-classroom space from the District’s reasonable equivalence analysis violated Proposition 39 and its implementing regulations. The practice was inconsistent with the District’s obligation of identifying, offering, and providing facilities sufficient to accommodate

Bullis's in-District students in conditions reasonably equivalent to facilities they would have received had they elected to attend District-run schools. (§ 47614, subd. (b); regs 11969.3, 11969.9.)

B. *Site Size*

Bullis contends that the District's analysis was flawed because it failed to consider the overall site size for the charter school as compared with the sizes of the comparable District-run schools. It argues that the Egan site is one-half the size of the schools in the comparison group and that the "site size by itself shows that Bullis has not received 'reasonably equivalent' facilities. [Citation.]" (Fn. omitted.)

The District acknowledged in the Facilities Offer that site size of the comparison group schools was a factor to consider under the regulations in making its reasonable equivalence analysis. A chart presented as an attachment to the Offer listed the relative acreage of the Egan site and of the five schools in the comparison group. Almond, Gardner, and Loyola were listed as 10 acres, Santa Rita was listed as 11.3 acres, and Covington was listed as "10+" acres. The District listed the Egan site as 6.2 acres. The Facilities Offer did not otherwise include an analysis of the relative site sizes of the schools. This was contrary to the approach the District had previously taken: The District, in each of facilities offers to Bullis for the 2004-2005 through the 2007-2008 school years, included a calculation of " 'acres needed' " for the charter school by determining the average acres per student for the comparison group schools considered.¹⁷

Bullis presented evidence that the actual site size of Covington was 13.64 acres. Using the average acreage and the average number of students at the five comparison

¹⁷ Kenyon testified that the District did not include a site size calculation in the 2009-2010 Facilities Offer because "[i]t did not seem to be a very relevant piece of information, and with five comparison schools instead of three, it took up too much space."

group schools—the methodology used by the District in earlier facilities offers—Bullis showed that the Egan site offered to Bullis was over two acres smaller than a site that would be reasonably equivalent to the comparison group schools—and was thus only about three-quarters of the acreage that would be reasonably equivalent to the schools in the comparison group.¹⁸ This is summarized in the following table:

Table 3 – School Site Size—Five Comparison Group Schools

School	Acreage	Students
Almond	10	524
Loyola	10	538
Covington	13.64*	459
Gardner	10	239
Santa Rita	11.3	506

Average Acreage: 10.99

Acres Per Student: .0243

* District reported “10+” acres in 2009-2010 Facilities Offer.

Using these figures, and prorating the site based upon Bullis’s projected 345 students, the appropriate size of the charter school site would have been 8.37 acres; the Egan site, according to the District, was only 6.2 acres. Confirming the obvious, the District’s architect testified that the site sizes of the five comparison schools were substantially larger than the Egan site.¹⁹

¹⁸ Bullis claims that there was an even greater disparity, arguing that the actual acreage for the Egan site, after prorating the shared soccer field (see pt. IV.D., *post*), is 5.67 acres, and that therefore the Egan site was 2.7 acres (or 32 %) smaller than a site that would be reasonably equivalent to the comparison group schools.

¹⁹ Bullis submitted evidence that had the District continued to follow its methodology of calculating the acres needed for the charter school site in its facilities offer for the 2008-2009 school year, it would have determined that the acres needed for Bullis would have been 8.46, acreage significantly greater than the District provided at the Egan site.

Bullis argues that the District failed to comply with Proposition 39 because it “gave Bullis only *half* the acreage provided to the five comparison schools.” It contends that “site size by itself shows that Bullis has not received ‘reasonably equivalent facilities. [Citation.]” (Fn. omitted.) We agree with Bullis to a certain extent.

The regulations require that the District, in conducting its reasonable equivalence analysis, “shall” use as a factor “[s]chool site size.” (Reg. 11969.3, subd. (c)(1)(A).) Although the District listed the acreage of the comparison group schools and the Egan site in the Facilities Offer, it did not—contrary to its practice in earlier years—otherwise perform a site size analysis. The District’s failure to conduct such a study is underscored by its failure to list the acreage of Covington, instead using a figure of “10+” acres.

The District argues that because “ ‘school site size’ is listed under ‘Condition,’ and not ‘Capacity,’ ‘school site size’ is a qualitative, not a quantitative, requirement. As such, it is incapable of being enforced through [mandamus].” We disagree. Regardless of where it is mentioned in the regulation, it is plainly a requirement that the District consider site size in its Proposition 39 analysis. Further, while a district’s failure to consider site size in responding to a facilities request, in some instances, may not warrant the granting of any relief to a charter school, where an unconsidered site size disparity between the comparison group schools and the facilities offered to the charter school is significant, mandamus to compel the district to follow the law may be appropriate.

The Egan site is significantly smaller than any of the five comparison group school sites. When the acres-per-student formula is considered, the Egan site is still only 74 percent (6.2 acres divided by 8.37 acres) of the size that would be considered comparable. We disagree with Bullis’s contention that “site size by itself shows that [it] has not received ‘reasonably equivalent’ facilities. [Citation.]” (Fn. omitted.) The fact that a charter school receives a smaller facility than those of the comparison group schools does not, by itself, warrant a finding that the charter school has not been provided

reasonably equivalent facilities. Other factors, such as the overall relative condition of the facilities, size and number of buildings, etc., may result in the conclusion that the charter school was offered reasonably equivalent facilities, for example, because the site size discrepancy was neutralized by the charter school's being offered facilities qualitatively superior to those of the comparison group schools.

Here, however, the District's noncompliance with its Proposition 39 obligations involves more than merely its failure to consider site size. As we will conclude in part IV.G., *post*, the problems with the District's reasonable equivalence analysis in their totality warrant a finding that it failed to comply with the law.

C. *Selection of Comparison Group Schools*

Bullis claims that the District used an improper method to select the schools in the comparison group, resulting in a reasonable equivalence analysis skewed in favor of the District-run schools.

1. *Evidence*

A District policy approved in 2004 called for the District, in determining reasonably equivalent conditions to be furnished to a charter school, to (among other things) select a comparison group of schools "comprised of the three schools in the school district with similar grade levels that the largest number of students of the charter school would otherwise attend." Kenyon testified that this policy had "not been amended or changed since September 7, 2004." In each of its facilities offers to Bullis for the 2004-2005 through the 2007-2008 school years, the District used the same three elementary schools as comparison group schools: Almond, Covington, and Santa Rita.

For the 2008-2009 school year, as well as for the 2009-2010 school year at issue in this appeal, the District used five comparison group schools instead of three.²⁰

The Gardner school was newly opened in the fall of 2008. Of the five schools in the comparison group used by the District in the 2009-2010 Facilities Offer, Gardner had the smallest number of students. The highest number of projected Bullis students would have otherwise attended Gardner, followed by Loyola, and Covington. Accordingly, had the District, in its 2009-2010 Facilities Offer, followed its policy and prior practice of selecting three comparison group schools, the calculation of the school site size needed by Bullis would have been 9.39 acres, as demonstrated by the following table:

Table 4 – School Site Size—Three Comparison Group Schools

School	Acreage	Students
Loyola	10	538
Covington	13.64*	459
Gardner	10	239

Average Acreage: 11.21

Acres Per Student: .0272

* District reported “10+” acres in 2009-2010 Facilities Offer.

Thus, had the District selected three schools for the comparison group, the acreage needed calculation would have shown a significantly larger site size needed by Bullis (9.39 acres) than under the five-school approach used in the Facilities Offer (8.37 acres; see Table 3, *ante*).

2. Discussion

Bullis contends that the District intentionally changed its method of selecting the comparison group schools in violation of its own policy and in violation of the

²⁰ Kenyon in his deposition gave no reason for this change other than the advice of counsel.

regulations in order to minimize the discrepancy between the site size required for Bullis and the size of the Egan site offered. The District responds that its selection of five comparison group schools in its analysis was not “ ‘arbitrary, capricious, lacking in evidentiary support, or was made without due regard for petitioner’s rights.’ [Citation.]” The Facilities Offer includes a recital that the District’s selection of five comparison schools was done in an effort “to obtain the broadest scope of comparative information for purposes of identifying and providing [Bullis] with a reasonably equivalent site” And the District claims that its selection of Loyola as one of the comparison group schools was a rational one in light of “the fact that it was the second-highest school in terms of the attendance area of the students attending [Bullis].”

Regulation 11969.3 contains two subdivisions describing (apparently alternative) methods by which a school district must select the comparison group schools in performing the Proposition 39 analysis. Subdivision (a)(2) reads in relevant part: “The comparison group shall be the school district-operated schools with similar grade levels that serve students living in the high school attendance area, as defined in Education Code section 17070.15(b), in which the largest number of students of the charter school reside. . . .” Subdivision (a)(3) reads in relevant part: “For school districts whose students do not attend high school based on attendance areas, the comparison group shall be three schools in the school district with similar grade levels that the largest number of students of the charter school would otherwise attend. . . .”

Here, it is uncontested (as stated in the Facilities Offer) that the “[s]tudents attending Loyola live within a different high school attendance area—Mountain View High School—than those attending Gardner, Covington, Almond and Santa Rita.” Therefore, Bullis argues, selecting Loyola for the comparison group was contrary to subdivision (a)(3) of regulation 11969.3. But the use of five schools rather than three, Bullis argues further, was contrary to the District’s policy and past practice.

Although the language of the regulation does not leave us free from doubt, we read regulation 11969.3 as requiring a school district to select the comparison group by (1) determining the high school attendance area in which the highest number of charter school students reside, and (2) then selecting *all* “district-operated schools with similar grade levels” as the charter school as the comparison group. (Reg. 11969.3, subd. (a)(2).) Alternatively, if the school district is not based upon a system in which students attend “high school based on attendance areas,” the district must select as the comparison group the three district-run schools “with similar grade levels that the largest number of students of the charter school would otherwise attend.” (Reg. 11969.3, subd. (a)(3).)

Here, at least from this record, the system was not one in which the District’s students attended high school based upon something other than attendance areas; the alternative method of regulation 11969.3 subdivision (a)(3) does not appear to apply. Thus, the fact that the District did not follow its procedure and past practice of selecting three schools for the comparison group is of no consequence.²¹ And since Loyola’s students live in a different attendance area, it does not appear that Loyola should have been included in the comparison group. But the record is unclear whether there were schools besides Gardner, Covington, Almond, and Santa Rita with grade levels similar to Bullis’s and which served students in the high school attendance area in which the largest number of Bullis students reside. Assuming there were no other schools, had the District

²¹ It would appear, from our interpretation of the regulation, that the District’s procedure (which it did not comply with here) did not follow regulation 11969.3. Although the policy contained language nearly identical to a portion of subdivision (a)(3) (“ . . . which comparison group shall be comprised of the three schools in the school district with similar grade levels that the largest number of students of the charter school would otherwise attend. . . .”), it failed to include the qualifying first clause of the regulation: “For school districts whose students do not attend high school based on attendance areas, . . .” (*Ibid.*)

used only Gardner, Covington, Almond, and Santa Rita for the comparison group, the “acres needed” figure for Bullis would have been 8.98, a figure only slightly higher than the figure based upon the five comparison schools the District selected.

We perceive the principal error in the District’s approach, as discussed in part IV.B., *ante*, to have been its failure to consider site size at all in the Proposition 39 analysis. In light of the ambiguity of the regulation—and the District’s recital that its selection of a five-school comparison group (including Loyola, a school that the second highest number of Bullis students would have otherwise attended) was done to provide “the broadest scope of comparative information”—we do not find from this record that the District’s comparison group selection method here was in violation of Proposition 39.

D. *Measurement of Bullis’s Site*

Bullis argues that the District used incorrect figures with respect to certain space at the Egan site in that it (a) used incorrect measurements of certain portions of the Egan site; (b) failed to account for the fact that Bullis had only forty percent access to a soccer field; and (c) “counted” a room as being a District-provided facility which was built, owned, and maintained by Bullis. As a result, Bullis contends that the Facilities Offer contained overstatements of the site it offered to Bullis.

1. *Evidence*

As noted above, the District in its Facilities Offer calculated the amount of certain portions of outdoor space—K play area, non-K blacktop, and turf area—that should be supplied to Bullis based upon the average amounts of such space available to students at the five comparison group schools. Irrespective of whether the District’s methodology was in error—in that it failed to account for all non-teaching station space—the evidence was that the blacktop and turf areas at the Egan site were significantly smaller than as stated by the District.

The Facilities Offer listed the blacktop area at the Egan site as 53,430 square feet. Although the District revised that figure downward by about 4,000 square feet in its opposition to the Petition, its architect, Schadt, testified that the correct figure was actually 40,010, or more than 13,000 square feet smaller than the figure in the Facilities Offer. He explained that he had prepared a corrected drawing indicating that the blacktop area was 41,930 square feet, and that this figure included 1,920 square feet of blacktop upon which two portable buildings were located.

The turf area at the Egan site was listed in the Facilities Offer as 87,310 square feet. Although the District's opposition below noted that this figure was understated by about 4,000 square feet, Schadt concluded that the turf area was 82,470 square feet. This figure included a children's playground—an area not included in the comparison group schools. After deduction of this area, the total turf area was 80,470.²²

A portion of the turf area at the Egan site is a grass soccer field which Schadt in his corrected drawing indicated was 29,230 square feet. There is a fence separating Bullis from this field, although there is no fence separating the soccer field from Egan Junior High School. Bullis and the junior high school share the soccer field during school hours; Bullis may use the field two days a week while Egan Junior High School uses it three days a week. No other District elementary school is required to share turf with another school during school hours. Because it does not have unrestricted use of the soccer field during school hours, Bullis contends that it was inappropriate for the District to have included 100 percent of the field in its calculation of the amount of turf area

²² There was evidence that Schadt knew that the District's figures for the Egan site's blacktop and turf were overstated, and that he had so advised the District and its counsel before the District filed its opposition containing the erroneous figures. The record does not present an explanation from the District as to its reason for filing the opposition with the overstated figures.

provided in the Facilities Offer. Bullis argues that only a pro rata share of the field should have been included, based upon its restricted use of the soccer field to 40 percent of the time during school hours.²³

Accepting, for the moment, Bullis's claim that the soccer field should not have been credited in full as a facility offered by the District, as seen from the table below, there is a significant disparity between the size of the blacktop and turf actually offered to Bullis as compared with sizes presented in the District's Facilities Offer:

Table 5—Bullis Outdoor Measurements (sq. ft.)

	Fac. Offer (4/1/09)	Dist. Corr. Drawing (10/9/09)	Dist. Architect Corr. (10/13/09)	Dist. Architect Corr. 2d (10/13/09)	Proration (40%) for soccer field (29,230)	Avg. Space for 5 Comp Schools (4/1/09)	% of Comp School avg.
Blacktop	53,430	49,330	41,930	40,010		56,164	71 %
Turf	87,310	91,410	82,470	80,470	62,470	109,323	57 %

The Offer includes in its description of the facilities offered a multi-purpose room of 4,330 square feet. The evidence is undisputed that this room was built in 2007, pursuant to the agreement of the parties, at Bullis's sole expense. Kenyon testified that the room was included in the Facilities Offer because the District was responsible for its maintenance and utilities, including water and sewer costs. Bullis offered evidence refuting the District's claim that it was responsible for maintaining the multi-purpose

²³ Bullis also argues that as to the two days per week in which it has unrestricted access to the soccer field during school hours, its use is diminished because its school day is slightly longer than the school day of Egan Junior High School. We have considered this claim and conclude that the consequences of the school hour difference between the two schools is de minimis. We view the principal problem to be the District's treatment of the soccer field as space to which Bullis had unrestricted access, notwithstanding the reality that it was shared space to which Bullis had access only 40 percent of the time during school hours.

room, including the presentation of facilities use agreements for the 2007-2008 and 2008-2009 school years indicating Bullis's maintenance responsibility for the room.²⁴

2. Discussion

Regulation 11969.3, subdivision (b)(3) requires that a school district "allocate and/or provide" to in-district charter school students a level of non-teaching station space that is based upon the "in-district classroom ADA of the charter school and the per-student amount of non-teaching station space in the comparison group school." And regulation 11969.9, subdivision (h) compels a school district, in its final facilities offer, to identify, *inter alia*, the non-teaching station space offered to the charter school on both an exclusive and a shared basis. The non-K blacktop and turf areas identified by the District in its Facilities Offer represent a portion of that non-teaching station space. Hence, any material overstatement of the amount of that space offered and provided to Bullis constitutes a violation of Proposition 39 and its implementing regulations.²⁵

Here, the blacktop area was overstated in the Facilities Offer by over 13,000 square feet, or about one-third of its actual square footage. The turf area—without regard to Bullis's claim that the soccer field should have been prorated—was overstated by over 7,000 square feet, or about 8.5 percent of its actual square footage.

²⁴ Bullis also pointed out that, contrary to Kenyon's assertion that the District was responsible for the utilities, including plumbing, the multi-purpose room has no plumbing.

²⁵ This discussion addresses the District's overstatement of areas representing only a *portion* of non-teaching station space. No implication may be drawn from our discussion of this issue that we approve of the District's approach of selecting only part of the non-teaching station space of the comparison group schools in determining the appropriate level of facilities to provide to Bullis. As we have discussed in part IV.B., *ante*, the District's approach was in violation of Proposition 39 and its implementing regulations.

In performing its Proposition 39 analysis, the District included the 29,230-square-foot soccer field as if it were offered to Bullis without restriction on its use. The un rebutted evidence, however, was that Bullis could only use the field during school hours on two out of five school days, and that none of the comparison group schools was required to share turf areas. The District's failure to acknowledge and account for Bullis's shared use of the soccer field had the effect of distorting the analysis. Moreover, the District ignores the fact that, under the regulations, a district may not charge a charter school for shared space on a 100 percent basis; rather, it may charge only a pro rata portion of the shared space. (Reg. 11969.7, subd. (c).) The District's methodology of ignoring space-sharing arrangements offered to Bullis in performing the reasonable equivalence analysis is the antithesis of a school district's Proposition 39 obligation "to give the same degree of consideration to the needs of charter school students as it does to the students in district-run schools." (*Ridgecrest, supra*, 130 Cal.App.4th at p. 999, fn. omitted.) We thus conclude that the District should have allocated only 40 percent of the soccer field in calculating the amount of turf area provided to Bullis. As noted above, such an allocation would mean that the Facilities Offer overstated the amount of turf area provided to Bullis by nearly 25,000 square feet, or 40 percent of its actual square footage.

Lastly, a school district's Proposition 39 obligation is to provide *its* facilities to charter schools in a manner that will promote the intent of "public school facilities [being] shared fairly among all public school pupils, including those in charter schools." (§ 47614, subd. (a).) Those facilities provided by the district "shall remain the property of the school district." (§ 47614, subd. (b); see also reg. 11969.4, subd (a): "Facilities . . . provided to a charter school by a school district shall remain the property of the school district.") Moreover, since "[s]ection 47614 clearly contemplates that multiple districts may have an obligation to provide facilities to a charter school" (*Sequoia, supra*, 112 Cal.App.4th at p. 193), just as it would be inappropriate under such

circumstances for one district to count facilities provided by another district as partially satisfying the former district's Proposition 39 obligation, it is likewise inappropriate for a district to count charter-school-owned facilities. Therefore, we agree with Bullis that a school district may not include non-district facilities in its Proposition 39 analysis.

Although the District noted in the Facilities Offer that the multi-purpose room was built at Bullis's expense, it appears to include this room in its analysis as if it were a District-provided facility.²⁶

E. *Standard Room Sizes*

Bullis contends that the District used a methodology in its Facilities Offer for determining the size of particular rooms, namely the library and multi-purpose room, which resulted in a distortion of the reasonable equivalence analysis.

In each of its facilities offers for the 2004-2005 through the 2007-2008 school years, the District's analysis included figures that represented the average room sizes of certain facilities, such as the library and multi-purpose room, of the comparison group schools. Commencing with the offer for the 2008-2009 school year, and continuing with the 2009-2010 Facilities Offer, the District used a different approach. Although the District labeled the figures as "AVERAGE[S] of 5 schools," they represented what the District's assistant supervisor later termed "standard" room sizes; they were not the average room sizes of the five schools in the comparison group.²⁷ For instance, the

²⁶ We observe that since a Proposition 39 facilities offer considers only district-owned facilities that a school district may be required to provide to a charter school, there may theoretically be an instance—for example where substantial facilities are built and paid for by the charter school itself—where the charter school has facilities superior to those of its district-run counterparts. Neither the statute nor the implementing regulations address the possibility of such a windfall to a charter school, nor are we called upon to address the issue in this case.

²⁷ Kenyon testified that "that average of five schools is a bit misleading."

District in its Facilities Offer used a figure of 1,920 square feet as the standard library room size. This is a marked reduction from the actual average library size (3,130 square feet) of the comparison group schools (Almond, Covington, and Santa Rita) used in four of the District's prior facilities offers. And Kenyon admitted that none of the libraries of the five comparison group schools was smaller than 1,920 square feet. Despite the fact that the actual average library size of the comparison group schools was apparently significantly more than 1,920 square feet,²⁸ the District used that figure, multiplied by a 72 percent ratio,²⁹ to arrive at a library size of 1,389 feet which it claimed satisfied the reasonable equivalence mandate. According to the Facilities Offer, the library it supplied to Bullis was 1,440 square feet.

This procedure is inconsistent with the mandate of Proposition 39 that public school facilities "be shared fairly" among all public school students, including those enrolled in charter schools. (§ 47614, subd. (a).) A facility such as a library, apparently considered by the District to be specialized classroom space,³⁰ must be provided by the school district to the charter school if the "district includes specialized classroom space." (Reg. 11969. 3, subd. (b)(2).) As is true with classroom space and non-teaching station space, the regulations require that the school district offer and provide specialized classroom space to charter schools consistently with the reasonable equivalence standard of Proposition 39. (Regs. 11969. 3, subd. (b)(2); 11969. 9, subd. (h)(1).) In order to

²⁸ Although (according to the District's earlier facilities offers) the average size of the libraries at Almond, Covington, and Santa Rita was 3,130 square feet, the record does not reflect the average library size of all five comparison group schools.

²⁹ This ratio was applied to account for a smaller number of in-district Bullis students than the average number of students at the comparison group schools.

³⁰ The Facilities Offer classifies the library as "Specialized Instructional Space," and lists separately facilities offered to Bullis that it considers "Non-Teaching Space."

perform a proper reasonable equivalence analysis, the school district must determine and utilize the applicable figures for the specialized classroom space considered by referring to the comparison group schools and relating those figures to the space offered to the charter school. The District's approach of assigning arbitrary "standard" room size figures to particular specialized classroom space is improper. In this instance, rather than reflecting an average size of a library facility at the five comparison group schools, the "standard" constituted the size of the smallest library of the group. While, as is the case with charter school enrollment projections, "arithmetical precision" (*Sequoia, supra*, 112 Cal.App.4th at p. 196) is not required in a school district's Proposition 39 analysis to determine appropriate facilities to offer and provide to a charter school, a good faith effort to achieve reasonable equivalence is necessary. The use of "standard" sizes by the District here fails that standard.

F. *Failure to Provide Childcare Facility*

Bullis contends that the Facilities Offer was also deficient because it failed to include a before- and after-school childcare facility. It argues that it had requested such a facility, but the District refused the request.

Although each of the five schools in the comparison group has a childcare facility, the Facilities Offer did not provide one to Bullis. Nor were childcare facilities listed in the District's reasonable equivalence table made part of the Facilities Offer, which table included an identification and description of various classrooms, other rooms, and portions of the grounds of the comparison group schools. Although specifically requested by Bullis in two communications preceding the Facilities Offer, the District noted in the offer that such a facility "fall[s] outside of those contemplated by the regulation" Further, Kenyon testified that the District did not offer a childcare

facility because it was not required to do so, Bullis had not requested one, and it was “never been an issue that [Bullis] brought up.”³¹

As we have noted, a school district is required under Proposition 39 and the implementing regulations to offer and provide facilities, including non-teaching station space, to charter schools in a manner that is consistent with the objective of public school facilities being “shared fairly” among all public school students, including charter school students. (§ 47614, subd. (a).) The District did not meet this obligation. By failing to identify and consider such non-classroom space as a childcare facility in the Facilities Offer, the District did not give an accurate report of the comparison group schools’ facilities.³²

G. *Conclusion*

The Facilities Offer to Bullis for the 2009-2010 school year did not satisfy the District’s obligations under Proposition 39. The District did not consider all “non-teaching station space” at the five comparison group schools to determine the amount of such space that would be appropriate to provide to Bullis. Instead, the District considered

³¹ Bullis also mentions in passing that although each of the five comparison group schools had an outdoor amphitheatre, such a facility was not addressed or provided in the Facilities Offer. As we have discussed (see pt. IV.B., *ante*), to the extent that such a facility was part of the “non-teaching station space” available at any or all of the comparison group schools, it should have been included in the Facilities Offer in order for the District to present a fair analysis of the facilities required to satisfy the reasonable equivalence mandate of Proposition 39.

³² This obligation to account for all space at the comparison group schools does not imply that a district necessarily must offer and supply to a charter school each kind of facility (such as childcare and outdoor amphitheatre facilities) existing at any comparison group school. We perceive that Bullis does not so contend. And in oral argument, its counsel indicated that a charter school need not receive the same facilities that its comparison group schools have, so long as all of the facilities of the comparison group schools are considered in the Proposition 39 analysis.

only a discrete portion of that space (K play, non-K blacktop, and turf areas) in the Facilities offer. It compounded this error by significantly understating this space for the comparison group schools. Indeed, the amount of unreported “non-teaching station space” at the five comparison group schools was *over one million square feet*. The District also significantly overstated the blacktop and turf areas at the Egan site offered to Bullis. These deficiencies caused the amount of space to be supplied to Bullis as provided in the analysis to be greatly understated. These deficiencies—as well as the District’s failure to consider in its analysis a before- and after-school childcare facility, when such a facility was provided to each of the comparison group schools—violated the reasonable equivalence requirements of section 47614, subdivision (b) and regulation 11969.3, subdivision (b)(3).

In addition, the District’s use of “standard” sizes of certain rooms of specialized classroom space, such as a library, to understate considerably the appropriate size of such rooms for Bullis violated regulation 11969.3, subdivision (b)(2). Moreover, the failure of the District to consider the overall site size of the comparison group schools in determining the appropriate site size Bullis’s in-District students should receive under Proposition 39 violated regulation 11969.3, subdivision (c)(1)(A). This consideration was of some importance here, as demonstrated by the fact that had site size been considered by the District, the Egan Site would have been determined to be only about 75 percent of the acreage appropriate for Bullis’s in-District students (or only 68 % if the soccer field were prorated based upon its shared use).

Under Proposition 39 and the implementing regulations, a school district must allocate in its facilities offer, and provide to in-district charter school students, facilities with “conditions reasonably equivalent to those in which the [charter school] students would be accommodated if they were attending other public schools of the district.” (§ 47614, subd. (b).) The District did not meet this obligation. The District provided an

incomplete and inaccurate report of both the comparison group schools' facilities and the Egan site itself. The deficiencies in the Facilities Offer caused a significant distortion of the Proposition 39 analysis with the result that Bullis's in-District students were not afforded reasonable equivalence, particularly with respect to non-teaching station space.³³

While a Proposition 39 analysis does not necessarily compel a school district to allocate and provide to a charter school each and every particular room or other facility available to the comparison group schools, it must at least account for the comparison schools' facilities in its proposal. A determination of reasonable equivalence can be made only if facilities made available to the students attending the comparison schools are listed and considered. And while mathematical exactitude is not required (cf. *Sequoia, supra*, 112 Cal.App.4th at p. 196 [charter school need not provide enrollment projections with "arithmetical precision"]), a Proposition 39 facilities offer must present a good faith attempt to identify and quantify the facilities available to the schools in the comparison group—and in particular the three categories of facilities specified in regulation 11969.3, subdivision (b) (i.e., teaching stations, specialized classroom space, and non-teaching station space)—in order to determine the "reasonably equivalent" facilities that must be offered and provided to a charter school.

³³ It was suggested by Bullis's counsel at oral argument that the District's Facilities Offer was made in bad faith and without regard to its obligations under Proposition 39. There is certainly evidence in the record—e.g., failure to consider large amounts of comparison group school space, disregarding site size component, and changing established methods of performing the reasonable equivalence analysis—from which such a finding could be made. We decline to do so here. Although a school district, in responding to a charter school's facilities request, must make a good faith effort to perform a reasonable equivalence analysis that is consistent with section 47614 and the implementing regulations, we do not find that a breach of such an obligation that may warrant mandamus relief to a charter school must be in bad faith.

Although “giv[ing] the same degree of consideration to the needs of charter school students as . . . to the students in district-run schools” (*Ridgecrest, supra*, 130 Cal.App.4th at p. 999, fn. omitted.) may appear a subjective or elastic concept, the implementing regulations govern the manner in which a school district must give that same degree of consideration to charter school students in formulating a Proposition 39 facilities offer. The school district unquestionably has a statutory duty to offer and provide reasonably equivalent facilities to in-district charter school students consistently with Proposition 39 and the regulations. Stated conversely, a school district does not have the discretion to employ practices that are contrary to the very intent of Proposition 39 that school district facilities be “shared fairly among all public school pupils including those in charter schools” (§ 47614, subd. (a)).

Mandamus is appropriate where the public entity has failed to perform its ministerial duty (*Santa Clara County Counsel Attys. Assn. v. Woodside, supra*, 7 Cal.4th at pp. 539-540)—here, of offering and providing reasonably equivalent facilities under Proposition 39—and has acted “without due regard for the petitioner’s rights” (*Sequoia, supra*, 112 Cal.App.4th at p. 195). In an analogous case, *Ridgecrest, supra*, 130 Cal.App.4th 986, the appellate court found mandamus to be appropriate where the school district had provided a charter school with classrooms at five different locations in breach of the district’s Proposition 39 obligation to provide the charter school with facilities that are “contiguous” (§ 47614, subd. (b)). Likewise, here, mandamus is appropriate because the District did not satisfy its obligation of presenting a complete and fair facilities offer to Bullis from which it could be determined that “reasonably equivalent” facilities were provided. The court therefore should have granted mandamus and declaratory relief

finding that the District's Facilities Offer for the 209-2010 School Year did not comply with Proposition 39 and the implementing regulations.³⁴

DISPOSITION

The judgment is reversed.

Duffy, J.

WE CONCUR:

Rushing, P.J.

Grover, J.*

³⁴ The court below, in otherwise denying relief to Bullis, made a finding that the Facilities Offer "was inadequate on the issue of outdoor non-teaching facilities." As we have found, the Facilities Offer was deficient in a number of respects; these deficiencies, in their totality, lead us to conclude that the Offer did not comply with Proposition 39 and that mandamus relief was therefore proper.

*Judge of the Monterey County Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.

AGREEMENT BETWEEN LOS ALTOS SCHOOL DISTRICT AND BULLIS CHARTER SCHOOL FOR A MULTI-YEAR CHARTER SCHOOL FACILITIES SOLUTION AND FOR RESOLUTION AND CESSATION OF EXISTING LEGAL PROCEEDINGS

THIS AGREEMENT including attached Exhibits (the "Agreement") is made this 28th day of July, 2014, by and between the Los Altos School District, a public school district organized and existing under the laws of the State of California ("LASD" or "District") and Bullis Charter School, a California non-profit public benefit corporation operating a public charter school ("BCS" or "Charter School"). The District and the Charter School are collectively referred to as "the parties."

RECITALS

WHEREAS, on September 3, 2003, the Santa Clara County Board of Education approved the formation of the Bullis Charter School to operate within the boundaries of the Los Altos School District, effective October 18, 2003; and

WHEREAS, Education Code section 47614 and its implementing regulations (Cal. Code Regs., tit. 5, section 11969.1 et. seq.) (collectively "Proposition 39") require a school district to make available, to each charter school operating therein, 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 public schools of the district; and

WHEREAS, the District has been providing to BCS facilities at Egan Junior High School ("Egan") since the 2004-2005 school year, and jointly at Egan and Blach Intermediate School ("Blach") since 2012-2013; and

WHEREAS, in or around June, 2014, the parties agreed to a "Term Sheet," with the mutual intent to memorialize the terms of the "Term Sheet" into a more formal written agreement to be disclosed to, and vetted by, the community, and subject to the approval of the respective boards of both parties; and

WHEREAS, the parties wish to enter into a multi-year facilities agreement to eliminate disputes and uncertainty about their respective facilities rights and duties, satisfy any facilities duties that might otherwise apply under Proposition 39 or any other applicable laws, eliminate the need for the time-consuming and costly annual Proposition 39 process for proposing and negotiating a facilities allocation for each school year, and resolve other costly and distracting litigation between the parties so that they may focus on their core mission of providing a world-class education for their respective students, and to provide the parties assurance and predictability in the District's facilities allocation to the BCS during the next five years; and

WHEREAS, both the District and BCS desire to fully meet the requirements of the California Environmental Quality Act by systematically identifying both any significant adverse environmental effects of this Agreement and the feasible mitigation measures which will avoid or substantially lessen such significant effects; and

WHEREAS, this Agreement facilitates the District's efforts to place a facilities bond measure on the ballot to finance additional and improved facilities that will help meet the needs of all students (including charter students) attending public school within District boundaries.

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

1. **TERM:** The term of this agreement shall be five (5) years, starting July 28, 2014, and ending June 30, 2019. The Parties shall enter into a Five-Year Facilities Use Agreement starting July 28, 2014, and ending June 30, 2019, a copy of which is attached hereto as Exhibit 1, and fully incorporated herein (the "Five-Year FUA"). At the beginning of Year 4 of this Agreement and the Five-Year FUA, the parties will meet in an effort to reach an agreement regarding a successor agreement.
2. **FACILITIES:** It is the parties' intent to set forth the allocation of facilities to BCS for the five years as described in Exhibits 2 and 2A. The goal of this FUA shall be to allow BCS educational freedom to run the program it believes is best for its students using the facilities offered, consistent with its charter, in a legal and safe manner that does not unnecessarily impact the Egan and Blach Junior High Schools.
3. **ENROLLMENT:** The parties agree to use the following student enrollment projections for purposes of this Agreement only:

SCHOOL YEAR (A)	BCS (B) PROJECTED ENROLLMENT	OTHER PUBLIC SCHOOLS WITHIN LASD (C)	TOTAL PROJECTED STUDENTS AT PUBLIC SCHOOLS WITHIN LASD (D)	PROJECTED BCS PERCENTAGE OF TOTAL PUBLIC SCHOOL STUDENTS AT SCHOOLS OPERATING WITHIN LASD (E)
2014-2015	711	4718	5429	13.1%
2015-2016	775	4840	5615	13.8%
2016-2017	829	4883	5712	14.5%
2017-2018	874	4920	5794	15.1%
2018-2019	900	5000	5900	15.3%

A. Not-to-Exceed: For each grade in the table below, BCS shall not exceed the numbers of total students specified in each grade and year in the table below by more than 5% through the term of the agreement.

	2014-15		2015-16		2016-17		2017-18		2018-19
K	100		100		100		100		100
1	81		100		100		100		100
2	80		81		100		100		100
3	100		80		81		100		100
4	100		100		100		100		100
5	75		100		100		100		100
6	75		75		100		100		100
7	75		75		75		100		100
8	41		75		75		75		100
Totals	727		786		831		875		900

B. Relocation of Stepping Stones Pre-School: To provide more space for public school students and mitigate future congestion at the Blach site, the District, as permitted by its current lease, shall cease to lease facilities at the Blach site to Stepping Stones Pre-School beginning with the 2015-2016 school year. Space currently occupied by the Stepping Stones Pre-School at the time of this Agreement and space located between the current pre-school location and Covington Rd. will be used beginning in the 2015-2016 school year to expand BCS, except the Stepping Stones parking lot, which shall be shared, as set forth in more detail in the FUA.

C. CEQA:

- i. For the 2014-2015 school year, the Charter School can select its start and end times for the school day, at its sole discretion, so long as these times as well as its use of the site are not inconsistent with the Mitigated Negative Declaration (MND) and Mitigation monitoring and Reporting Program (MMRP) prepared for that year's Proposition 39 final offer.
- ii. Prior to the 2015-16 school year, the parties shall consult with each other and jointly with expert consultants as necessary (at the District's expense), to identify any significant adverse environmental impacts to areas surrounding the Sites caused by District and Charter School use of the Sites as contemplated in this Agreement for years 2 through 5, identify any feasible mitigation measures, and determine whether any additional environmental mitigation is necessary with regard to adverse impacts to areas surrounding the Sites caused by District and Charter School use of the Sites.

The intent of the parties is to allow each school at each site to run the educational program it believes best serves the needs of its enrolled students and to cooperate in developing reasonable mitigation measures that allow each school to run its program as designed while limiting negative impacts identified by the CEQA consultant, if any, on

the surrounding community. The parties agree that such mitigation measures, if any, should balance the burden, if any, on both District and Charter School students and their families.

D. Site Loading by BCS: The parties agree to the site loading limitations below

i. 2014-2015 School Year: During the 2014-2015 school year, BCS agrees not to place more than the following number of students on the Blach and Egan sites respectively at any one time without prior approval from District:

	Bullis Center for Innovation (BCI) at Blach	BCS at Egan
Daily Use Scenario	266	626
Up to 1 time/month at each site and, provided it is consistent with the MND and MMRP, a second time per month at Blach.	300	711

ii. 2015-2016 School Year: For the 2015-2016 school year until the end of this agreement, BCS agrees not to place more than the following number of students on the Blach and Egan sites respectively at any one time without prior approval from District:

	BCI at Blach	BCS at Egan
Daily Use Scenario	500	750
Up to 2 times/month at Egan only		All BCS

E. BCS and the District shall create subcommittees that shall meet no less than quarterly to exchange information regarding scheduling, calendaring, sharing arrangements, and other operational details regarding BCS's facilities.

3(a). Programmatic Terms:

A. Modification of Geographic Lottery Preference Under Ed. Code §47605(d)(2)(B):

The parties agree to the following provisions with respect to the lottery preference for residents of the former Bullis-Purissima Elementary School attendance area contained in the BCS charter:

i. For the five years starting with the lottery for admission in the 2015-2016 school year, BCS agrees that, so long as it secures any necessary approval from its chartering authority, for incoming kindergarten classes, BCS will limit the lottery

preference for residents of the former Bullis-Purissima Elementary School (“BP”) attendance area (currently set at 50% of openings) as follows:

Lottery for School Year	% of Kinder Seats Subject to BP preference
2015-2016	40%
2016-2017	30%
2017-2018	20%
2018-2019	10%
2019-2020	0%

ii. Should the approval of BCS’s chartering authority be necessary to effectuate paragraph 3(A)(i) above, BCS and District agree that within 10 days of the execution of this Agreement, they will jointly submit a redline petition or other documents required by Santa Clara County Board of Education seeking its approval to reduce the geographic preference as stated herein for the above five years. The request shall include a statement by the parties to the County Board that should it deem this change to require a material revision to BCS’s charter, both BCS and District request that the change to BCS’s charter be limited to that necessary to effectuate this provision. Should the County Board nonetheless require additional substantive changes in the BCS charter as a condition of granting its approval for the above change to the geographic preference, BCS may elect to withdraw its request for a charter revision. If BCS withdraws its request to the County Board and is therefore unable to effectuate the changes in paragraph 3(A)(i) above, District shall have an absolute right to terminate this agreement within 10 days from the date on which District receives written notification from BCS that it is unable to effectuate the changes in paragraph 3(A)(i). In the event that the District elects to terminate the Agreement, the parties agree that the 2014-15 Final Offer and Facilities Use Agreement shall reactivate and become operative. Should the District choose not to terminate within 10 days, paragraph 3(A)(i) shall be deemed severed from this agreement and all other provisions shall remain in force.

B. BCS and District Commitment to Serve All Students:

The parties agree to the following provisions with respect to their shared commitment to serve all students:

i. Both BCS and the District are committed to successfully meeting the educational needs of their students. BCS agrees to add a section to its website and other promotional materials providing more information as to how it successfully educates various groups of students with unique needs, including those requiring the full spectrum of special education services and/or classroom accommodations and ELL students.

ii. BCS is committed to meeting the unique needs of all its students, including special education services for students with exceptional needs pursuant to Ed. Code §§56026, 56031. For 2014-2015 and beyond, BCS agrees to maintain its on-site access to an Occupational Therapist, a Speech Therapist, a

psychologist, and a teacher with an Educational Specialist Credential to work with students with disabilities. As a public school, BCS is committed to meeting the needs of its students along the full spectrum of disabilities covered by the Individual with Disabilities Education Act (20 U.S.C. § 1400 et seq.)

iii. BCS shall include in its promotional materials language similar to that used by the District in the District's comparable promotional materials, and the California Department of Education "Fiscal Management Advisory 12-02" with respect to the charging of fees and field trips.

4. Long-Term Facilities Solution:

A. Long-Term Solution: The parties agree to work together in good faith to determine if they can agree on a specified longer-term solution for the provision of facilities to BCS after the term of this Agreement.

B. BCS shall cooperate with the District in the District's efforts to place a bond measure on the November 2014 ballot to finance additional facilities for public school students residing in the District, and will support the District's efforts to pass the bond to the extent permitted under California Elections Code and IRS regulations affecting BCS's tax-exempt status. District agrees to use its best efforts to place said bond measure on the November 2014 ballot and secure its approval by the voters subject to the conditions set forth in this Agreement.

C. Bond Language: The District and BCS will work together to draft and finalize the ballot language and terms of the proposed bond that will meet the facilities needs of all students (including charter students) attending public school within District boundaries.

D. Should the November 2014 bond not be approved by the voters, during the duration of this Agreement BCS shall cooperate with the District in its efforts to place a facilities bond measure on any subsequent ballot(s), to the extent permitted under California Elections Code and IRS regulations affecting BCS's tax-exempt status, and support the District's efforts to secure its approval by the voters and pass a bond consistent with sub-item C above.

5. Cessation of Current Legal Proceedings:

A. Mediation and Arbitration: Should any dispute arise relating to the interpretation or enforcement of the Agreement and any Exhibit hereto, including the Five-Year FUA, the parties agree to participate in nonbinding mediation in a timely matter before the Honorable Jamie Jacobs-May or, if she is unavailable, a mediator to be mutually agreed upon by the parties. Prior to initiating mediation, a party shall provide a written statement to the other describing the disputed matter. The responding party shall respond in writing within ten (10) business days with a response statement. If dispute is not resolved, the parties shall meet at an informal resolution conference as soon as is practicable, but no later than twenty (20) business days from the responding party's response statement. If not resolved at the informal resolution conference, the dispute shall be presented to mediation as described above, no later than twenty (20) business

days thereafter. Should mediation fail to reach a mutually agreeable resolution, the Parties will submit the dispute to binding arbitration.

Arbitration.

(a) All disputes, controversies or claims arising out of or relating to this Agreement, the breach, termination or validity thereof, the subject matter of the Agreement, or any right or obligation created by the Agreement, irrespective of the underlying legal theory or claims ("Disputes") shall be resolved exclusively according to the procedures set forth in this Section through binding arbitration pursuant to the Commercial Arbitration Rules and the Procedures for Complex Cases of the American Arbitration Association ("AAA") then in effect (the "Rules"):

(i) The arbitration demand shall be delivered to the AAA and respondents in accordance with the Rules. A single, neutral arbitrator shall be selected by the joint agreement of all the parties, but if they do not so agree within fifteen (15) days of receipt by respondent(s) of a copy of the arbitration demand, the following procedures shall apply. Each party shall appoint one neutral and impartial arbitrator within thirty (30) days of receipt by respondent of a copy of the demand for arbitration, and the arbitrators so appointed shall appoint an arbitrator within fifteen (15) days of the appointment of the final arbitrator, who shall serve as the arbitrator of the Dispute. Any arbitrators not timely selected shall be appointed by the AAA in accordance with the Rules. Any arbitrator appointed by the AAA shall be a practicing attorney admitted for at least fifteen (15) years, with significant experience as an arbitrator of large, complex case or be a retired or former federal judge. The arbitrator shall have a conference with the parties within twenty (20) days of appointment and shall design and implement a schedule for the prompt and fair adjudication of the Dispute. The hearing shall be held as soon as possible, if practicable, no later than sixty (60) days after the appointment of the arbitrator. The arbitrator may extend any time limit contained herein for good cause shown. The award of the arbitrator shall be made in a written opinion.

(ii) This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final, conclusive, and binding on the parties and there shall be no right of appeal therefrom, except in accordance with the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. The arbitrator shall be instructed to adhere to and be bound by the terms of the Agreement and may not limit, expand, or otherwise modify the terms of this Agreement. The arbitrator shall be empowered to (a) determine the scope of his jurisdiction and all questions relating to the amenability of a Dispute to arbitration under this Agreement, whether or not arbitration is the exclusive method of dispute resolution, and the authority of the arbitrator to make any award, and (b) award equitable relief of any nature, including, without limitation, the types of remedies described elsewhere in this Section. Any controversy concerning whether a Dispute is arbitrable shall be determined solely by the arbitrator.

(iii) Judgment upon the award rendered by the arbitrator shall be entered by Superior Court, Santa Clara County, California, and if the award of the arbitrator

includes equitable relief, the judgment may include an order or injunction for such equitable relief.

(iv) Each party's costs and expenses of arbitration, including attorney's fees and expenses of the arbitrator, shall be borne entirely by that party, however, at the discretion of the arbitrator, all or a portion of the prevailing party's costs and expenses (including reasonable attorneys' fees) shall be reimbursed to it by the non-prevailing party or parties. The arbitrator shall not be permitted to award punitive or similar non-compensatory damages under any circumstances.

(v) The place of arbitration shall be San Jose, California.

(b) Court Proceedings. Notwithstanding any other provision of this Agreement, neither party shall institute a proceeding in any court or administrative agency to resolve a Dispute, except for a court proceeding to compel arbitration or otherwise enforce this arbitration provision, or to obtain a court judgment upon any arbitration award rendered hereunder.

(c) Relief Allowed. In the case of any Dispute covered under this Section, the parties hereto agree that either party shall be entitled to seek equitable relief, including, without limitation, relief such as declaratory judgment or judgments, an order or orders for specific performance, one or more temporary or permanent injunctions or restraining orders, and that no bond or other security shall be required in connection with any such requests for relief. The parties agree that in the event a party seeks emergency relief, such party shall not seek such relief in court, but shall seek such relief from the arbitrator or, prior to his appointment, by means of the AAA Optional Rules for Emergency Measures of Protection. The equitable remedies provided herein are cumulative and not exclusive of any remedies provided by law.

B. Dismissal of Existing Litigation Between the Parties/Waiver of Proposition 39 Rights: Following the signing of this Agreement, the parties agree to notify all courts in which litigations and appeals are pending that the parties have reached a binding settlement agreement, but that several implementation steps are required as condition precedents to dismissal of the matter, and the parties agree to request that the court stay or otherwise hold the matter in abeyance until after the expiration of the District's 10-day termination period set forth in paragraph 3(A)(ii). If the District does not terminate this Agreement before the expiration of that period, the parties shall, within fifteen business days following the expiration of the District's 10-day period set forth in paragraph 3(A)(ii), dismiss all litigation between them without prejudice in forms to be mutually agreed upon.. Both parties agree that this Agreement replaces all facilities obligations that might otherwise apply under applicable law from the Agreement's effective date through the end of the 2018-2019 school year or until termination, whichever occurs first. The parties agree during the term of this Agreement not to file any claim or lawsuit, or initiate any legal or administrative proceeding between them, seeking to enforce their rights under Education Code section 47614 (or its implementing regulations) or to modify, reduce or eliminate their facilities obligations pursuant to this Agreement, or to initiate any of the claims contained in above litigation. Nothing in this agreement shall limit the ability of either party to raise claims by way of defense or counterclaim. The parties further agree to take reasonable action to discourage, and in any event will not

provide support to, any such actions during the term of this Agreement that may be taken by third parties to this Agreement. However, the parties agree that they shall have the right to bring any such action after the term of this Agreement, including the right to litigate (and appeal from adverse orders regarding) any issue that, at the time of this settlement, has not already been resolved by a prior appeal.

C. Status of Appealable Rulings in Current Litigation: Subject to the District's 10-day period set forth in paragraph 3(A)(ii), the parties agree to dismiss all pending appeals and forego the appeal of any outstanding trial court ruling or rulings rendered to date in litigation between the parties; provided, however, that the parties further agree not to assert res judicata or otherwise rely upon any legal ruling in a matter between the parties that has not already been resolved by a prior appeal and that, at the time of this Agreement, is either currently appealable or is not yet ripe for appeal. Each side shall bear its own costs and attorneys' fees and neither side shall be obligated to pay any attorneys' fees, costs or sanctions that may have been awarded or imposed.

6. Miscellaneous Provisions:

A. Upon approval and execution by both the BCS and District Boards, the parties agree to issue a joint press statement describing the benefits of the Agreement and their joint intent to move forward cooperatively for the benefit of all public school children in our community.

B. Each party shall bear its own attorney's fees and costs incurred in the course of reaching and executing this Agreement.

C. 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:

Superintendent
Los Altos School District
201 Covington Road
Los Altos, CA 94024

If to the Charter School:

Superintendent/Principal
Bullis Charter School
102 West Portola Avenue
Los Altos, CA 94022

D. Entire Agreement of Parties: This Agreement, including all Exhibits, and the FUA, which is hereby incorporated by reference, 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. This Agreement may be amended or modified only by a written instrument executed by the parties.

E. 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.

F. Headings: The headings in this Agreement are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of its provisions.

G. Incorporation of Recitals and Exhibits: Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

H. Recitals: The Recitals to this Agreement are not binding on the parties.

I. Non-Admission of Liability: The parties enter into this Agreement without in any way acknowledging any fault, liability or wrongdoing of any kind. Neither this Agreement nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be referred to, offered as evidence, or received in evidence in any pending or future action or proceeding, except in a proceeding to enforce this Agreement.

J. Not Construed Against the Drafter: Neither party shall be considered the drafter of this Agreement or any of its exhibits or provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

K. Representations and Warranties: Each of the parties represent and warrant: (a) that he/she has the full legal capacity and authority to enter into and perform all obligations under this Agreement and has conferred with legal counsel of his/her choosing as to the significance and legal effect of this Agreement, and (b) that the party has read this Agreement, is fully aware of its contents and legal effect, and has entered into this Agreement freely, without coercion or duress, and based on the parties' own judgment.

The governing board of each party authorizes its board president or authorized designee 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

Dated: _____

Tamara Logan
Board President,
Los Altos School District

BULLIS CHARTER SCHOOL

Dated: _____

Jennifer Carolan
Board Vice-Chair
Bullis Charter School

EXHIBIT 1

Exhibit 1
MULTI-YEAR FACILITIES USE AGREEMENT
BY AND BETWEEN
LOS ALTOS SCHOOL DISTRICT AND
BULLIS CHARTER SCHOOL

THIS FIVE-YEAR FACILITIES USE AGREEMENT (the “Five-Year Facilities Agreement”) is made this 28th day of July, 2014, by and between the Los Altos School District, a public school district organized and existing under the laws of the State of California (“District”) and Bullis Charter School, a California public charter school operating as a non-profit public benefit corporation (“Charter School”). The District and the Charter School are collectively referred to as “the parties.” All exhibits to this Agreement are hereby incorporated by reference.

R E C I T A L S

WHEREAS, the Charter School is a charter school authorized by the Santa Clara County Board of Education (“County Office”) pursuant to Education Code section 47605(j) and is located within the boundaries of the District; and

WHEREAS, District is obligated under California Education Code section 47614 and its implementing regulations (“Proposition 39”) to provide Charter School with school facilities sufficient to accommodate all of its in-district students in space and conditions reasonably equivalent to those enjoyed by students attending District-run schools; and

WHEREAS, the location, extent and condition of the facilities provided by District to Charter School under Proposition 39 has been the subject of litigation and related disputes for several years, which has culminated in an AGREEMENT BETWEEN LOS ALTOS SCHOOL DISTRICT AND BULLIS CHARTER SCHOOL FOR A MULTI-YEAR CHARTER SCHOOL FACILITIES SOLUTION AND FOR RESOLUTION AND CESSATION OF EXISTING LEGAL PROCEEDINGS dated July 28, 2014 (the “Settlement Agreement”). The parties enter into this Agreement as a material term of the Settlement; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy and use the sites and facilities (including all furniture and equipment installed therein) provided herein by the District (collectively “Facilities”) for five years, beginning August 1, 2014, and terminating on June 30, 2019, in lieu of compliance with Proposition 39.

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

Purpose. An important goal of this Facilities Use Agreement is to allow BCS educational freedom to run the program it believes is best for its students using the facilities offered, consistent with its charter, in a legal and safe manner that does not unnecessarily impact the Egan and Blach Junior high Schools.

Section 1. Use of Sites and Facilities. District hereby permits the Charter School to occupy and use the facilities as set forth in the Settlement Agreement Exhibit 2 through 4 of the Settlement Agreement at Egan and Blach Junior High Schools, for the purpose of operating the Bullis Charter School educational program. It is the intent of the parties that the District shall provide Charter School with Facilities set forth in the July 28, 2014 Settlement Agreement. 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 Five-Year Facilities Agreement and the Settlement Agreement and related Exhibits, for the term of this Five-Year Facilities 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 principal and Charter School principal may by mutual agreement revise the Shared Use Facilities schedule and arrangements. The District and Charter School governing boards shall each establish committees to meet jointly 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 Blach and Egan 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.

Incremental Additions by District. The District shall consult with the Charter School prior to March 31 each year during the term of this Agreement regarding the configuration and layout of all additional portable buildings the District is required by this Agreement to install for the next school year. District will make the final decision regarding building placement.

Upon the expiration of this Five-Year Facilities 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 Site and Facilities shall revert to the District. Buildings and facilities owned by Charter

BCS Facilities Use Agreement 2

School shall remain the property of the Charter School and be handled in accordance with Section 11 herein.

As titleholder to the Site and Facilities, the District reserves the right at the termination of this Five-Year Facilities Agreement to recoup the full rights and benefits of such ownership, including but not limited to, use of such Site 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 Five-Year Facilities 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 (above and beyond that committed by District in the Settlement Agreement) 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 BCS across two campuses. The Charter School agrees to indemnify the District pursuant to Section 13 of this Five-Year Facilities Agreement for all injuries (except for those resulting from the intentional conduct, gross negligence, or recklessness of the District) incurred by students, whenever those students are using the shared facilities at either Site, access to which would not be ordinarily be

granted to District students in those grades, including but not limited to Gymnasium, track and field, tennis courts and chorus room.

- (e) For the 2014-2015 school year, full school assemblies are accommodated in the site capacities as noted in the Settlement Agreement, and shall be held in the BCS-built MPR at Egan, or other facilities provided in the Settlement Agreement, provided that they meet all capacity requirements for the intended attendance as set forth in the Five-Year Facilities Agreement and the Settlement Agreement. BCS shall provide notification to the principal at Egan and/or Blach of the dates, times and maximum number of students for each assembly on a quarterly basis. Changes to the schedule will be considered no later than 10 school days prior to an event.
- (f) Exhibit 2A to the Settlement Agreement sets forth the shared P.E. Schedule for the Blach site. The parties may revise the schedule at any time throughout the school year with mutual consent pursuant to the procedure set forth in the Five Year Facilities Agreement, with the expectation of ten (10) days notice to the other party prior to the proposed change.
- (g) BCS shall have the exclusive responsibility to implement safety measures to ensure that all of its students share this space in a manner that promotes student safety, including any necessary measures to separate students of different age ranges by space or time.
- (h) To the extent necessary to access facilities that they are permitted to use, BCS and District students will be allowed shared access to space at Blach and Egan 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 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.
- (i) The District reserves the right to reclaim possession of any facility (defined as a teaching station, non-teaching station specialized teaching station, or any other space specifically enumerated in Exhibit 2 to the Settlement Agreement) in the event that BCS fails to use such facility for a period of 90 consecutive calendar days from a scheduled use, excluding recess periods and holidays. BCS' 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 BCS 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 of shared space, its Principal or authorized school representative should make a written request to the Principal at the co-located school, and copy LASD Assistant Superintendent for Business Services Randall Kenyon, no less than 10 (ten) 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, except that the shared use science classroom at the Blach Site identified on Exhibit 2 shall be limited to students in grades 6-8.
- (l) BCS's shared use of the Multi-Purpose Room at Blach for non-P.E. purposes, for the 2014-2015 school year, shall be governed by the Settlement Agreement. For 2014-15 school year, the parties will retain the dates provided in Exhibit 2 to the Settlement Agreement. For each subsequent school year in which this Five-Year Facilities Agreement is in effect, the District shall notify BCS of the 20 school days that the MPR will be assigned to BCS at least 7 days before the start of BCS's school year.

Section 3. Term. The term of this Five-Year Facilities Agreement shall commence on July 29, 2014, and end on June 30, 2019. 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 take all reasonable efforts to complete construction and furnishing according to this schedule. The parties agree to meet and confer in an effort to reach agreement regarding a successor agreement at a mutually agreed time prior to October 1, 2017.

Section 4. Civic Center Act. Unless otherwise provided in this Five-Year Facilities Agreement, Charter School shall have full, exclusive, and primary use of the Site and above-described 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. Access by third parties during the week and all day on weekends and holidays to the facilities allocated to Charter School shall be governed by the terms of the Civic Center Act. (Ed. Code section 38130 et seq.) 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 of each year of this Five-Year Facilities Agreement. The District shall only use the names and addresses for the purpose of verifying residency, shall comply with the terms of the Protective Order between the parties applying to BCS student address information, and will not use the information to contact such students except upon the consent of the Charter School.

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 of each year for the term of this Five Year Facilities Agreement. District shall review the request and shall not reasonably withhold provision of requested furnishings as long as the cost of procuring new equipment does not substantially exceed the expense that would be required in providing district-standard equipment. Except for normal wear and tear, the District shall not be required to replace specialized or non-standard equipment in subsequent years of this agreement, and in no case will the District be required to spend more than would be required for replacement with District-standard 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 2014-15 school year, District will maintain the broadband connectivity performance level available to the Charter School at the Blach site in the 2013-14 school year including as necessary, extending or relocating infrastructure, at District's cost.

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 Charter School agrees, for each fiscal year encompassed by this Five-Year Facilities Agreement, to pay the District a fixed facilities fee of \$200,000.00 per year in lieu of the pro rata share as calculated under 5 C.C.R. § 11969.7. For 2015-16 and each year thereafter, the facilities fee shall increase by 3% compounded annually.

For the duration of this Five-Year Facilities Agreement, BCS shall pay the District in eight (8) equal monthly installments due to the District beginning on October 1 of each year encompassed by this Five-Year Facilities Agreement, 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 Site or otherwise alter the Site without the prior written consent of 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.

Notwithstanding the foregoing, the Charter School may, at its sole discretion and expense, improve or modify the interior of any building specified as Exclusive Use through the addition of Furnishings and Equipment as defined in California Code of Regulations in compliance with applicable laws and regulations.

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 subject to the provisions of the Insurance and Indemnification provisions of this Five-year Facilities Agreement, and to all other applicable law and regulation, 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 Rd. and Stepping Stones area within BCS'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 Five-Year Facilities Agreement, at its own expense, general liability insurance with limits of liability of \$3,000,000 per occurrence and \$6,000,000 in the aggregate. This insurance shall include products and completed operations with limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 Five-year Facilities 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 Five-Year Facilities 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 BCS at its own expense. Property insurance for the remainder of facilities is carried by the District, and BCS'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 a 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 Site and Facility after District delivers possession of the Site and Facility to Charter School, arising from the Charter School's presence, conduct, use of and activities on the Site and Facility 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 Site and Facility, 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 Site and Facility.

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 Site and Facility after District delivers possession of the Site and Facility to Charter School, arising from the District's presence, conduct, use of and activities on the Site and Facility 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 Site and Facility, 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 Site and Facility.

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 BCS Facilities Use Agreement

insurance provisions specified in the Charter School MOU with the Santa Clara County Office of Education.

Section 14. Dispute Resolution. The Parties agree to abide by the mediation provision regarding Section 5 of the Settlement Agreement with respect to any claim to enforce any provision of this FUA, and to abide with all provision of Section 5 of the Settlement Agreement with respect to any claim related to the provision of facilities that may arise during the term of this Five-Year Facilities Agreement.

Section 15. Access. The 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 the Charter School and Comcast access to the Charter School's networking gear contained within District facilities (Blach occupied 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 Blach-occupied facilities shall be conducted outside of Blach school hours and reasonable notice of required access shall be given in writing to the Blach School principal. Charter School shall take reasonable measures to ensure that access to shared facilities is restricted to only 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, 2014 and August 1 of each year thereafter, the Charter and District Site principals at Blach and Egan shall negotiate and finalize a site security plan 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 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 a court of appropriate jurisdiction.

Section 23. Entire Agreement of Parties. This Five-Year Facilities Agreement, including all Exhibits, in conjunction with the Settlement Agreement, 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 BCS-provided Multi-purpose room at the Egan Site. This Five-Year Facilities 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.

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.

The governing board of each party authorizes its board president or authorized designee to execute this agreement on behalf of each party.

07-28-14

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

LOS ALTOS SCHOOL DISTRICT

Dated: _____

Tamara Logan
Board President,
Los Altos School District

BULLIS CHARTER SCHOOL

Dated: _____

Jennifer Carolan
Board Vice-Chair
Bullis Charter School

EXHIBIT 2

Attachment B
Exhibit 2
BCS Facilities

YEAR 1 – 2014-2015 School Year	
EGAN CAMPUS	
	Number of Building/Rooms
Teaching Space	2 @ 1,440 SF each <u>18 @ 960 SF each</u> 20,160 Square Feet
Specialized Teaching Space Flex Rooms (Including Art/Science) Computer Lab RSP Speech/ELL Small Group	2 @ 960 SF each 1 @ 960 SF 1 @ 960 SF 1 @ 480 SF <u>1 @ 240 SF</u> 4,560 Square Feet
Non-Teaching Space Administrative Teacher Work / Teacher Lounge Storage Custodial Servery PTA Child Care Library Multi-Purpose (Not including 4,330 SF MPR space built by BCS at its own expense) Outdoor Stage (Amphitheater) Boys / Girls Bathrooms Adult Bathrooms	1 @ 2,880 SF (included in Admin) 1 @ 320 SF 1 @ 320 SF 1 @ 240 SF 1 @ 320 SF 1 @ 1,440 SF 1 @ 1,440 SF 1 @ 1,920 SF 1 @ 768 SF 2 @ 480 SF each <u>1 Set in Office/Staff Room</u> 10,608 Square Feet
TOTAL BUILDING SPACE AT EGAN CAMPUS	
Outdoor Space—See site layout Exhibit 3 Kindergarten-Playground Non-Kindergarten Blacktop Area Turfed Area ("Patch" and Baseball Field) Parking Lot Track Field (Access from 8:00-8:55 AM on Wednesdays) Other Outdoor Space (Not otherwise identified above)	7,787 Square Feet 47,951 Square Feet 77,941 Square Feet 38,058 Square Feet 146,763 Square Feet (prorated to 4,515 Square Feet) 128,069 Square Feet

BLACH CAMPUS	
	Number of Buildings/Rooms
Teaching Space	<u>8 @ 960 SF each</u> 7,680 Square Feet
Specialized Teaching Space Specialized Teaching Space (Flex)	<u>1 @ 960 SF each</u> 960 Square Feet
Non-Teaching Space Administrative Flex Administrative Space (includes compensatory space for Multi-Purpose Room, computer lab and teacher lounge) Library (includes resource specialist, small group, CHAC and EL space) PE Locker Rooms Boys / Girls Bathroom	 1 @ 1,920 SF 1 @ 1,440 or 1,920 SF [7] 1 @ 1,440 SF 1 @ 480 SF <u>1 @ 480 SF</u> 5,760 Square Feet
TOTAL BUILDING SPACE AT BLACH CAMPUS	
Outdoor Space-- See Exhibit 4.	29,250 Square Feet
Incremental to the Final Offer	
Blacktop Area (located on BCS portion of Blach campus currently occupied by dumpster; to be paved by LASD)	TBD

Attachment B
Exhibit 2
BCS Facilities

Egan		Blach	
Exclusive	Shared	Exclusive	Shared
14-15 Historical BCS use of its exclusive use outdoor space after school hours shall be codified by October 1, 2014 and shall continue. BCS shall have use of its exclusive use space before school hours.	<p>Wednesday mornings from 8:00 a.m. – 8:55 a.m., BCS students have access to the track</p>	<p>✓ LASD will maintain the broadband connectivity performance level BCS presently has including, as necessary, extending or relocating infrastructure, at LASD's cost and subject to BCS's approval</p> <p>✓ The District shall provide additional blacktop space in the area occupied by the dumpster at the BCS portion of the Blach site and move the dumpster.</p> <p>✓ The District shall allocate to BCS the following P.E. facilities (Gymnasium, MPR, Blacktop, Tennis Courts, Softball Field and Track & Field) on a shared basis (see sharing schedule, attached hereto as Exhibit 2A), except that BCS shall not have use of the P.E. space during Blach's lunchtime. To allow for maintenance and upkeep, when a facility reflects non usage per the sharing schedule, neither Blach nor BCS will have access. If the district determines a non-used facility is available for use, one quarter of the newly available time shall be made available for BCS. The principals can negotiate changes on a mutually acceptable basis. Use is limited to the end of the Blach school day.</p> <p>✓ Six parking spaces</p>	<p>-- Drama/Chorus room 7:00-8:00 a.m. and 3:00-5:00 p.m, MWF.</p> <p>-- Two science rooms 2:17-3:03 MTThF</p> <p>-- Two Science Rooms 2:25-3:03 W</p> <p>-- Scheduled full day use of the Blach MPR:</p> <p>8/28/2014</p> <p>9/4/2014</p> <p>9/9/2014</p> <p>9/23/2014</p> <p>10/9/2014</p> <p>10/20/2014</p> <p>11/3/2014</p> <p>12/17/2014</p> <p>1/9/2015</p> <p>1/26/2015</p> <p>2/3/2015</p> <p>2/4/2015</p> <p>2/26/2015</p> <p>3/12/2015</p> <p>3/13/2015</p> <p>4/14/2015</p> <p>4/23/2015</p> <p>5/4/2015</p> <p>5/5/2015</p> <p>5/21/2015</p>

	Egan		Blach	
	Exclusive	Shared	Exclusive	Shared
15-16	2 x 960 SF portables 1 x 1440 SF portable	Same as prior year.	<ul style="list-style-type: none"> ✓ 4 x 960 SF portables ✓ 1 x 1920 SF portable ✓ The District will provide an additional 1,920 SF at Blach by reducing by 2 960's at either Blach and/or Egan at BCS's option (this is in lieu of use of additional MPR and City Gym use for BCS at either site beyond the sharing schedule at 2014-15 and the FO) and BCS will receive an additional 480 SF bathroom at Blach. BCS shall specify its chosen option by March 1, 2015. ✓ Blacktop area of roughly 9,500 SF where current Stepping Stones play area is. ✓ BCS shall be allowed to add a play structure at its own expense in area between Covington Rd. and Stepping Stones area within BCS' footprint where there the District agrees there are no buildings planned. 	Same as prior year, except that science usage shall be in non-simultaneous periods.
16-17	2 x 960 SF portable 1 x 1920 SF portable	Same as prior year.	2 x 960 SF portables including one science laboratory appropriate for 7 th and 8 th grade 1 x 480 SF portable 1 x 960 portable at Blach	Same as prior year.
17-18	None.	Same as prior year.	None.	Same as prior year.
18-19	None.	Same as prior year.	None.	Same as prior year.

EXHIBIT 2(A)

Attachment B
Exhibit 2
BCS Facilities

Exhibit 2A

BLACH CAMPUS PE FACILITIES SCHEDULE^{1 2}				
Week³	Blach 1	Blach 2	Blach 3	BCS⁴
8/20-8/22	Black Top	Gym	Softball/Tennis	Multi
8/25-8/29	Black Top	Gym	Softball/Tennis	Multi
9/2-9/5	Black Top	Gym	Softball/Tennis	Multi
9/8-9/12	Black Top	Gym	Softball/Tennis	Multi
9/15-9/19	Multi	T&F/Black Top	Softball/Tennis	Gym
9/22-9/26	Multi	T&F/Black Top	Softball/Tennis	Gym
9/29-10/3	Multi	T&F/Black Top	Softball/Tennis	Gym
10/6-10/10	Multi	Black Top	T&F	Softball/Tennis
10/13-10/17	Multi	Black Top	T&F	Softball/Tennis
10/20-10/24	Black Top/Gym	Softball	T & F	Multi
10/27-10/31	Black Top/Gym	Softball	T & F	Multi
11/3-11/7	Blacktop	Gym	Multi	T&F
11/10-11/14	Blacktop	Gym	Multi	T&F
11/17-11/21	Blacktop	Gym	Multi	T&F
11/24-11/28				
12/1-12/5	Blacktop	Gym	Multi	T&F

¹ Weekly schedule shall persist for each year of the agreement. The Blach Principal and the BCS Superintendent/Principal or designee can negotiate changes on a mutually acceptable basis. To allow for maintenance and upkeep, when a facility reflects non usage per this sharing schedule neither Blach nor BCS will have access. If the district determines a non-used facility is available for use, one quarter of the newly available time shall be made available for BCS.

² Special Events: Flexible space consideration (i.e. using the Blach MPR during a scheduled day) must be given by either party for these: Turkey Trot, music concerts and performances, school dances, track meets, cross country meets, assemblies, PTA events, picture days, etc.

³ Dates shown are for the Blach 2014-15 school year and are illustrative

⁴ Allocated facilities are for exclusive use until the end of the Blach school day, except during Blach lunch period

BLACH CAMPUS PE FACILITIES SCHEDULE^{1 2}				
Week³	Blach 1	Blach 2	Blach 3	BCS⁴
12/8-12/12	Multi	Gym	Black Top	T&F
12/15-12/19	Multi	Gym	Black Top	T&F
12/22-12/26				
12/29-1/2				
1/5-1/9	Multi	Gym	Black Top	T&F
1/12-1/16	Multi	Gym	Black Top	T&F
1/19-1/23	Multi	Black Top	Black Top	Gym
1/26-1/30	Multi	Black Top	T&F	Gym
2/2-2/6	Gym	Black Top	T&F	Multi
2/9-2/13	Gym	Multi	T&F	Black Top
2/16-2/20				
2/23-2/27	Gym	Multi	T&F	Black Top
3/2-3/6	Gym	Multi	T&F	Black Top
3/9-3/13	Gym	Multi	T&F	Black Top
3/16-3/20	Gym	Black Top	T&F	Multi
3/23-3/27	Gym	Black Top	T&F	Multi
3/30-4/3	Gym	Black Top	T&F/Softball	Multi
4/6-4/10				
4/13-4/17	Black Top/Multi	T&F	Softball	Gym
4/20-4/24	Black Top/Multi	T&F	Softball	Gym
4/27-5/1	Black Top	Multi	Gym	T&F
5/4-5/8	Black Top	Multi	Gym	T&F
5/11-5/15	Black Top/Multi	Softball/Tennis	Gym	T&F
5/18-5/22	Black Top/Multi	Softball/Tennis	Gym	T&F

BLACH CAMPUS PE FACILITIES SCHEDULE^{1 2}				
Week³	Blach 1	Blach 2	Blach 3	BCS⁴
5/26-5/29	Black Top	Softball/Tennis	Multi	Gym
6/1-6/5	Black Top	Softball/Tennis	Multi	Gym
6/8-6/10	Black Top	Gym	Multi	T&F

In the event that the school years do not align, the principals shall meet and confer to determine usage of these facilities.

EXHIBIT 3

Exhibit 3

Egan Sites

- BCS Exclusive Site
- Egan Exclusive Site

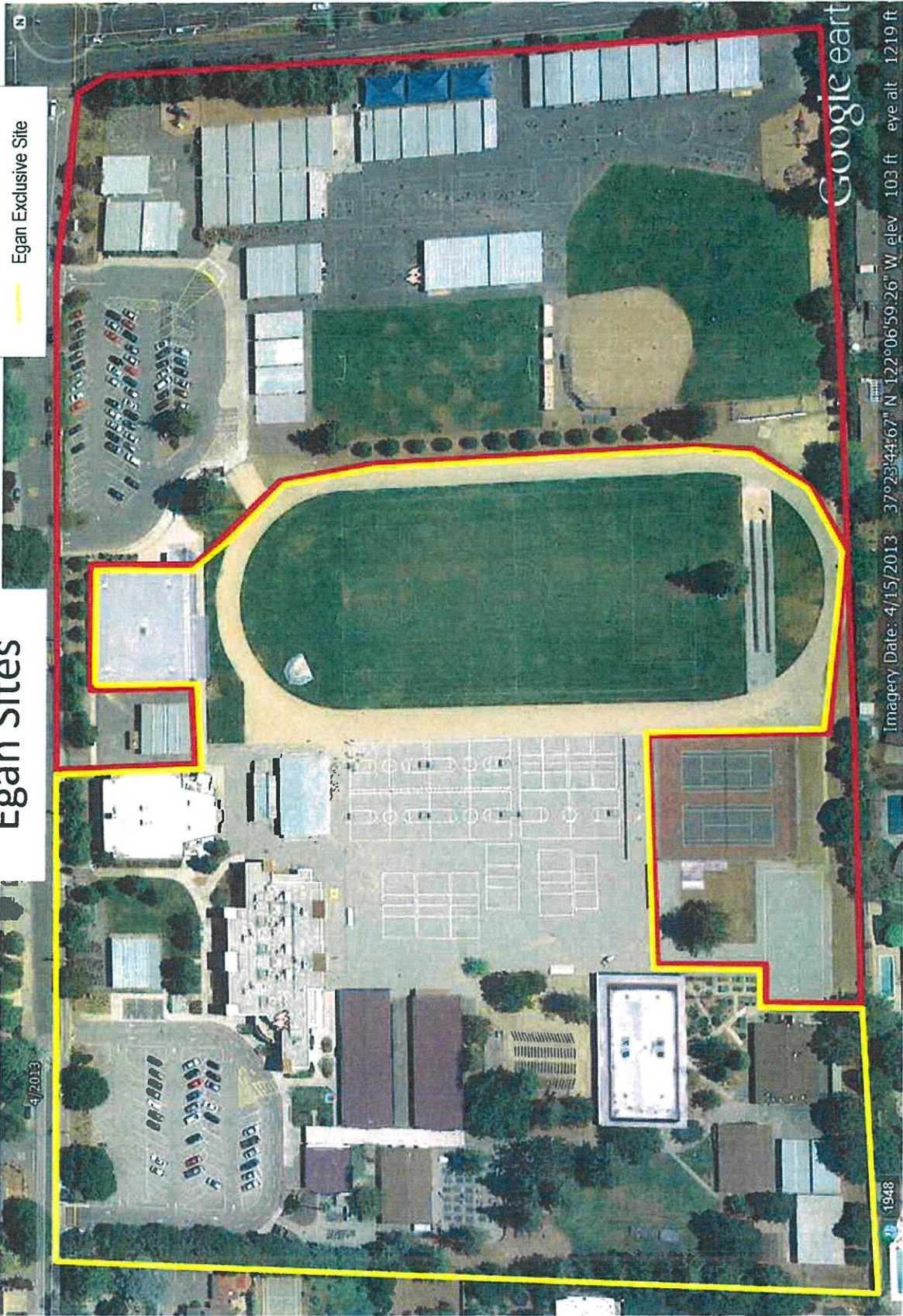
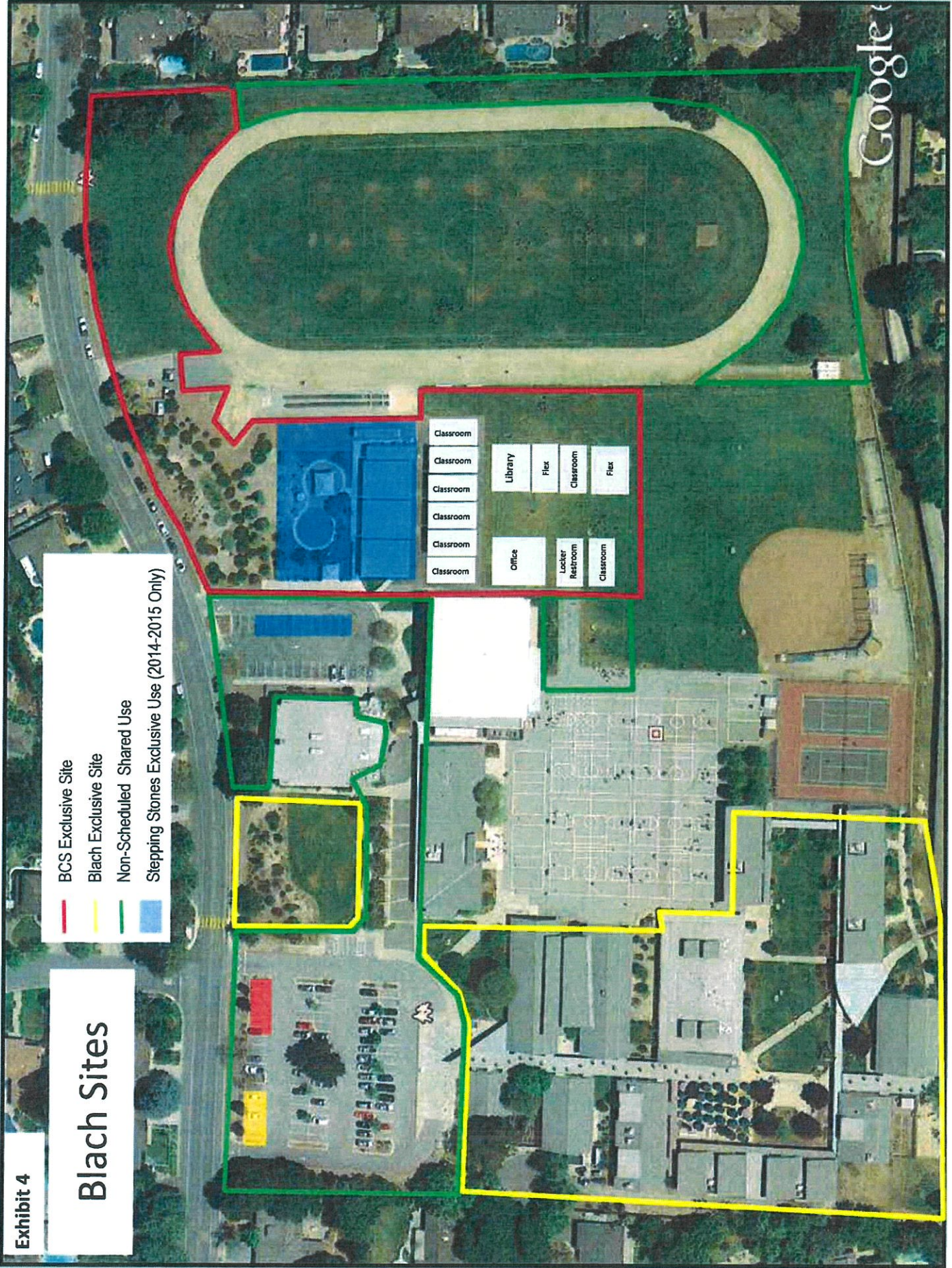


EXHIBIT 4

Exhibit 4

Blach Sites

- BCS Exclusive Site
- Blach Exclusive Site
- Non-Scheduled Shared Use
- Stepping Stones Exclusive Use (2014-2015 Only)



Google

EXHIBIT 2

Attachment B
Exhibit 2
BCS Facilities

YEAR 1 – 2014-2015 School Year	
EGAN CAMPUS	
	Number of Building/Rooms
Teaching Space	2 @ 1,440 SF each 18 @ 960 SF each <u>20,160 Square Feet</u>
Specialized Teaching Space	
Flex Rooms (Including Art/Science)	2 @ 960 SF each
Computer Lab	1 @ 960 SF
RSP	1 @ 960 SF
Speech/ELL	1 @ 480 SF
Small Group	1 @ 240 SF <u>4,560 Square Feet</u>
Non-Teaching Space	
Administrative	1 @ 2,880 SF
Teacher Work / Teacher Lounge	(included in Admin)
Storage	1 @ 320 SF
Custodial	1 @ 320 SF
Servery	1 @ 240 SF
PTA	1 @ 320 SF
Child Care	1 @ 1,440 SF
Library	1 @ 1,440 SF
Multi-Purpose (Not including 4,330 SF MPR space built by BCS at its own expense)	1 @ 1,920 SF
Outdoor Stage (Amphitheater)	1 @ 768 SF
Boys / Girls Bathrooms	2 @ 480 SF each
Adult Bathrooms	<u>1 Set in Office/Staff Room</u> <u>10,608 Square Feet</u>
TOTAL BUILDING SPACE AT EGAN CAMPUS	
Outdoor Space—See site layout Exhibit 3	
Kindergarten-Playground	7,787 Square Feet
Non-Kindergarten Blacktop Area	47,951 Square Feet
Turfed Area ("Patch" and Baseball Field)	77,941 Square Feet
Parking Lot	38,058 Square Feet
Track Field (Access from 8:00-8:55 AM on Wednesdays)	146,763 Square Feet (prorated to 4,515 Square Feet)
Other Outdoor Space (Not otherwise identified above)	128,069 Square Feet

BLACH CAMPUS	
	Number of Buildings/Rooms
Teaching Space	<u>8 @ 960 SF each</u> 7,680 Square Feet
Specialized Teaching Space Specialized Teaching Space (Flex)	<u>1 @ 960 SF each</u> 960 Square Feet
Non-Teaching Space	
Administrative	1 @ 1,920 SF
Flex Administrative Space (includes compensatory space for Multi-Purpose Room, computer lab and teacher lounge)	1 @ 1,440 or 1,920 SF [7]
Library (Includes resource specialist, small group, CHAC and EL space)	1 @ 1,440 SF
PE Locker Rooms	1 @ 480 SF
Boys / Girls Bathroom	<u>1 @ 480 SF</u> 5,760 Square Feet
TOTAL BUILDING SPACE AT BLACH CAMPUS	
Outdoor Space-- See Exhibit 4.	29,250 Square Feet
Incremental to the Final Offer	
Blacktop Area (located on BCS portion of Blach campus currently occupied by dumpster; to be paved by LASD)	TBD

Attachment B
Exhibit 2
BCS Facilities

Egan		Blach	
Exclusive	Shared	Exclusive	Shared
14-15 Historical BCS use of its exclusive use outdoor space after school hours shall be codified by October 1, 2014 and shall continue. BCS shall have use of its exclusive use space before school hours.	Wednesday mornings from 8:00 a.m. – 8:55 a.m., BCS students have access to the track	<p>✓ LASD will maintain the broadband connectivity performance level BCS presently has including, as necessary, extending or relocating infrastructure, at LASD's cost and subject to BCS's approval</p> <p>✓ The District shall provide additional blacktop space in the area occupied by the dumpster at the BCS portion of the Blach site and move the dumpster.</p> <p>✓ The District shall allocate to BCS the following P.E. facilities (Gymnasium, MPR, Blacktop, Tennis Courts, Softball Field and Track & Field) on a shared basis (see sharing schedule, attached hereto as Exhibit 2A), except that BCS shall not have use of the P.E. space during Blach's lunchtime. To allow for maintenance and upkeep, when a facility reflects non usage per the sharing schedule, neither Blach nor BCS will have access. If the district determines a non-used facility is available for use, one quarter of the newly available time shall be made available for BCS. The principals can negotiate changes on a mutually acceptable basis. Use is limited to the end of the Blach school day.</p> <p>✓ Six parking spaces</p>	<p>-- Drama/Chorus room 7:00-8:00 a.m. and 3:00-5:00 p.m, MWF.</p> <p>-- Two science rooms 2:17-3:03 MTThF</p> <p>-- Two Science Rooms 2:25-3:03 W</p> <p>-- Scheduled full day use of the Blach MPR:</p> <p>8/28/2014</p> <p>9/4/2014</p> <p>9/9/2014</p> <p>9/23/2014</p> <p>10/9/2014</p> <p>10/20/2014</p> <p>11/3/2014</p> <p>12/17/2014</p> <p>1/9/2015</p> <p>1/26/2015</p> <p>2/3/2015</p> <p>2/4/2015</p> <p>2/26/2015</p> <p>3/12/2015</p> <p>3/13/2015</p> <p>4/14/2015</p> <p>4/23/2015</p> <p>5/4/2015</p> <p>5/5/2015</p> <p>5/21/2015</p>

Egan		Blach	
Exclusive	Shared	Exclusive	Shared
15-16 2 x 960 SF portables 1 x 1440 SF portable	Same as prior year.	<ul style="list-style-type: none"> ✓ 4 x 960 SF portables ✓ 1 x 1920 SF portable ✓ The District will provide an additional 1,920 SF at Blach by reducing by 2,960's at either Blach and/or Egan at BCS's option (this is in lieu of use of additional MPR and City Gym use for BCS at either site beyond the sharing schedule at 2014-15 and the FO) and BCS will receive an additional 480 SF bathroom at Blach. BCS shall specify its chosen option by March 1, 2015. ✓ Blacktop area of roughly 9,500 SF where current Stepping Stones play area is. ✓ BCS shall be allowed to add a play structure at its own expense in area between Covington Rd. and Stepping Stones area within BCS' footprint where there the District agrees there are no buildings planned. 	Same as prior year, except that science usage shall be in non-simultaneous periods.
16-17 2 x 960 SF portable 1 x 1920 SF portable	Same as prior year.	2 x 960 SF portables including one science laboratory appropriate for 7 th and 8 th grade 1 x 480 SF portable 1 x 960 portable at Blach	Same as prior year.
17-18 None.	Same as prior year.	None.	Same as prior year.
18-19 None.	Same as prior year.	None.	Same as prior year.

EXHIBIT 2(A)

Attachment B
Exhibit 2
BCS Facilities

Exhibit 2A

BLACH CAMPUS PE FACILITIES SCHEDULE^{1 2}				
Week³	Blach 1	Blach 2	Blach 3	BCS⁴
8/20-8/22	Black Top	Gym	Softball/Tennis	Multi
8/25-8/29	Black Top	Gym	Softball/Tennis	Multi
9/2-9/5	Black Top	Gym	Softball/Tennis	Multi
9/8-9/12	Black Top	Gym	Softball/Tennis	Multi
9/15-9/19	Multi	T&F/Black Top	Softball/Tennis	Gym
9/22-9/26	Multi	T&F/Black Top	Softball/Tennis	Gym
9/29-10/3	Multi	T&F/Black Top	Softball/Tennis	Gym
10/6-10/10	Multi	Black Top	T&F	Softball/Tennis
10/13-10/17	Multi	Black Top	T&F	Softball/Tennis
10/20-10/24	Black Top/Gym	Softball	T & F	Multi
10/27-10/31	Black Top/Gym	Softball	T & F	Multi
11/3-11/7	Blacktop	Gym	Multi	T&F
11/10-11/14	Blacktop	Gym	Multi	T&F
11/17-11/21	Blacktop	Gym	Multi	T&F
11/24-11/28				
12/1-12/5	Blacktop	Gym	Multi	T&F

¹ Weekly schedule shall persist for each year of the agreement. The Blach Principal and the BCS Superintendent/Principal or designee can negotiate changes on a mutually acceptable basis. To allow for maintenance and upkeep, when a facility reflects non usage per this sharing schedule neither Blach nor BCS will have access. If the district determines a non-used facility is available for use, one quarter of the newly available time shall be made available for BCS.

² Special Events: Flexible space consideration (i.e. using the Blach MPR during a scheduled day) must be given by either party for these: Turkey Trot, music concerts and performances, school dances, track meets, cross country meets, assemblies, PTA events, picture days, etc.

³ Dates shown are for the Blach 2014-15 school year and are illustrative

⁴ Allocated facilities are for exclusive use until the end of the Blach school day, except during Blach lunch period

BLACH CAMPUS PE FACILITIES SCHEDULE^{1 2}				
Week³	Blach 1	Blach 2	Blach 3	BCS⁴
12/8-12/12	Multi	Gym	Black Top	T&F
12/15-12/19	Multi	Gym	Black Top	T&F
12/22-12/26				
12/29-1/2				
1/5-1/9	Multi	Gym	Black Top	T&F
1/12-1/16	Multi	Gym	Black Top	T&F
1/19-1/23	Multi	Black Top	Black Top	Gym
1/26-1/30	Multi	Black Top	T&F	Gym
2/2-2/6	Gym	Black Top	T&F	Multi
2/9-2/13	Gym	Multi	T&F	Black Top
2/16-2/20				
2/23-2/27	Gym	Multi	T&F	Black Top
3/2-3/6	Gym	Multi	T&F	Black Top
3/9-3/13	Gym	Multi	T&F	Black Top
3/16-3/20	Gym	Black Top	T&F	Multi
3/23-3/27	Gym	Black Top	T&F	Multi
3/30-4/3	Gym	Black Top	T&F/Softball	Multi
4/6-4/10				
4/13-4/17	Black Top/Multi	T&F	Softball	Gym
4/20-4/24	Black Top/Multi	T&F	Softball	Gym
4/27-5/1	Black Top	Multi	Gym	T&F
5/4-5/8	Black Top	Multi	Gym	T&F
5/11-5/15	Black Top/Multi	Softball/Tennis	Gym	T&F
5/18-5/22	Black Top/Multi	Softball/Tennis	Gym	T&F

BLACH CAMPUS PE FACILITIES SCHEDULE^{1 2}				
Week³	Blach 1	Blach 2	Blach 3	BCS⁴
5/26-5/29	Black Top	Softball/Tennis	Multi	Gym
6/1-6/5	Black Top	Softball/Tennis	Multi	Gym
6/8-6/10	Black Top	Gym	Multi	T&F

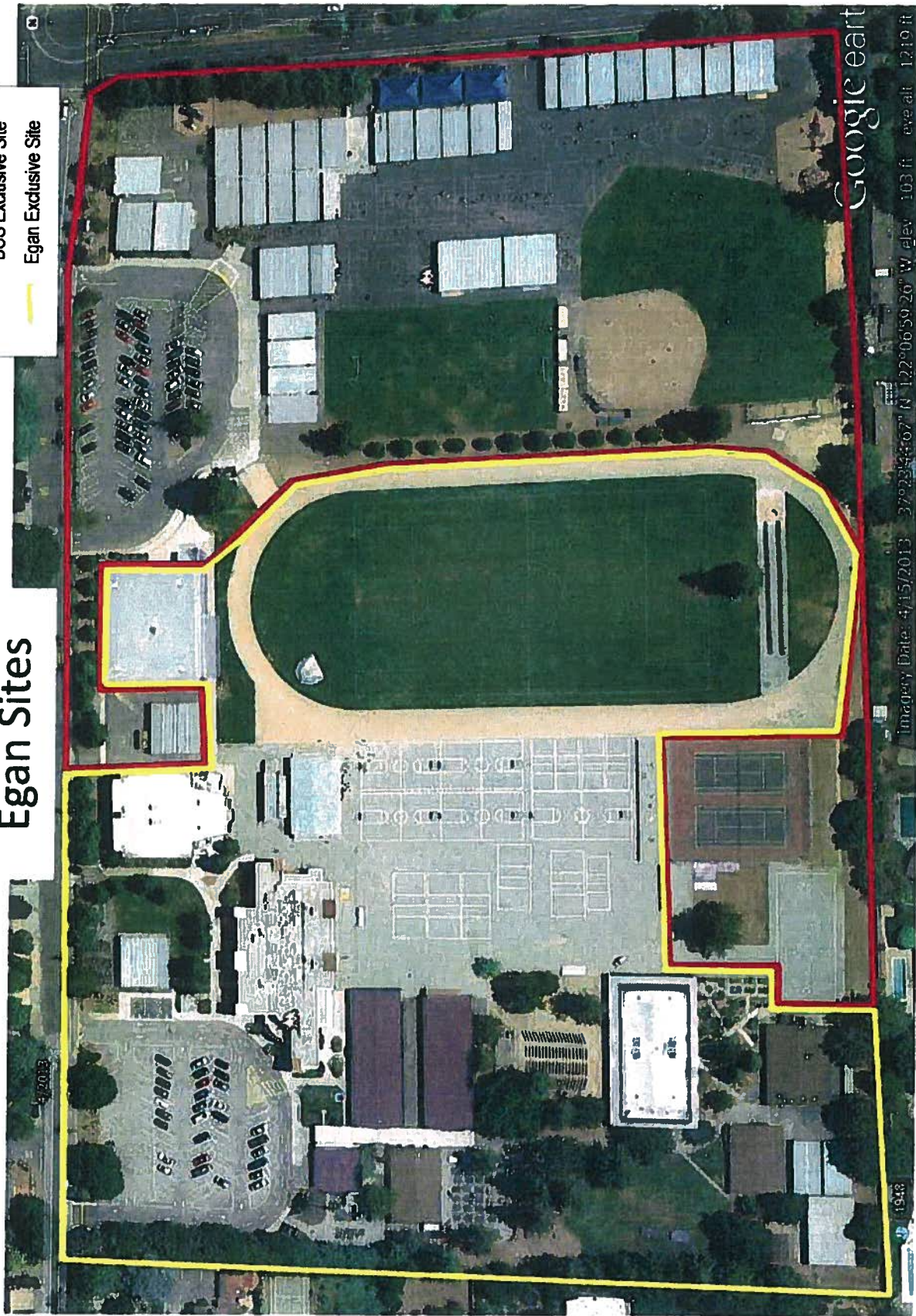
In the event that the school years do not align, the principals shall meet and confer to determine usage of these facilities.

EXHIBIT 3

Exhibit 3

Egan Sites

- BCS Exclusive Site
- Egan Exclusive Site



Imagery Date: 4/15/2013 37°23'44.67" N 122°06'59.26" W elev. 103 ft eye alt. 1219 ft

EXHIBIT 4

Exhibit 4

Blach Sites

- BCS Exclusive Site
- Blach Exclusive Site
- Non-Scheduled Shared Use
- Stepping Stones Exclusive Use (2014-2015 Only)

Classroom	Library	Plac	Classroom	Plac
Classroom				
Classroom				
Classroom				
Classroom	Office	Locker	Restroom	Classroom
Classroom				

Google

EXHIBIT F

ALMOND

ALMOND

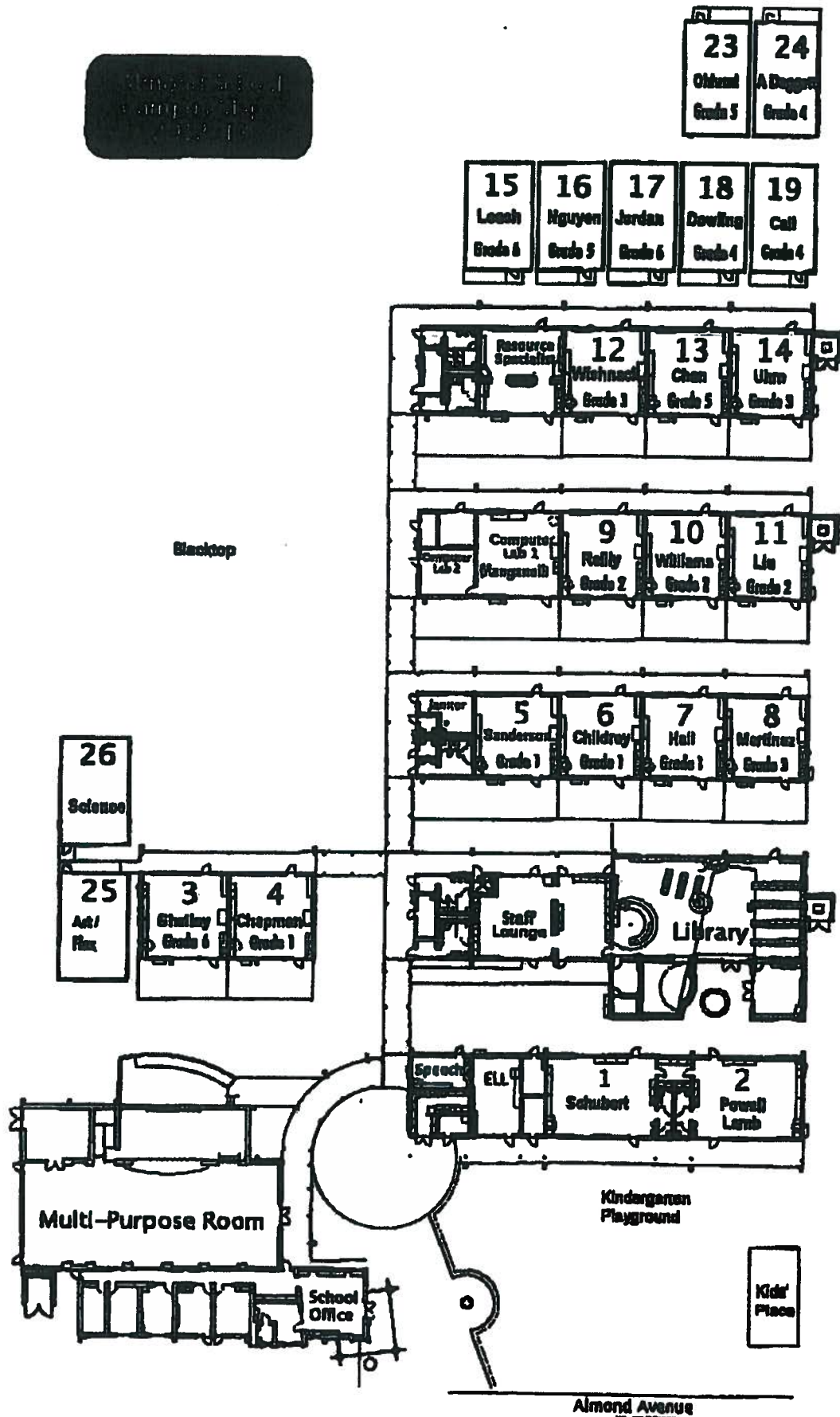
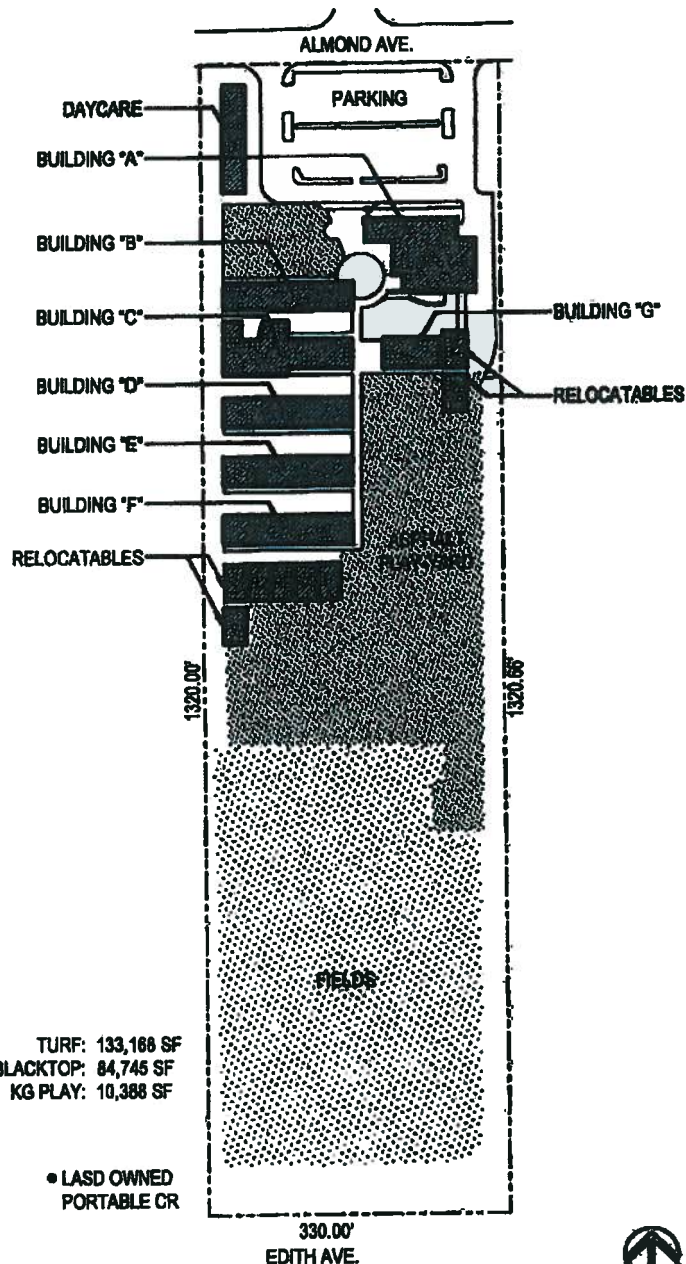


DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



SITE PLAN

SCALE: 1" = 200'-0"

SITE AREA: 9.97 ACRES

[KEYED TO BUILDING PLANS]

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415.348.4040
Fax 415.348.4103
www.gelfand-partners.com

01 OF 08

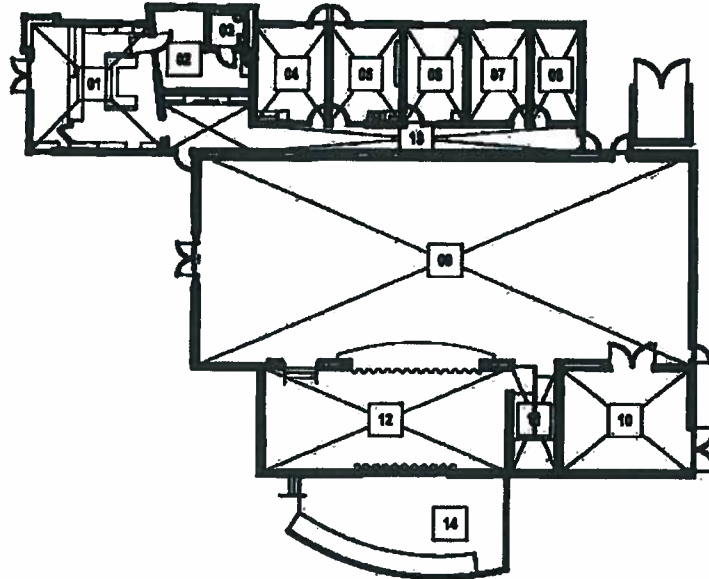
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "A"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7450 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	RECEPTION	726 S.F.	
02	HEALTH	213 S.F.	
03	HEALTH TOILET	61 S.F.	
04	OFFICE	247 S.F.	
05	OFFICE	246 S.F.	
06	OFFICE	210 S.F.	
07	OFFICE	210 S.F.	
08	ELECTRICAL/ M.P.O.E.	168 S.F.	
09	MULTI-PURPOSE	3529 S.F.	
10	STORAGE	469 S.F.	
11	RAMP	174 S.F.	
12	STAGE	876 S.F.	
13	HALL	321 S.F.	
14	STAGE [OUTDOOR]	[647 S.F.]	
			7450 S.F.

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE .**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

02 OF 08

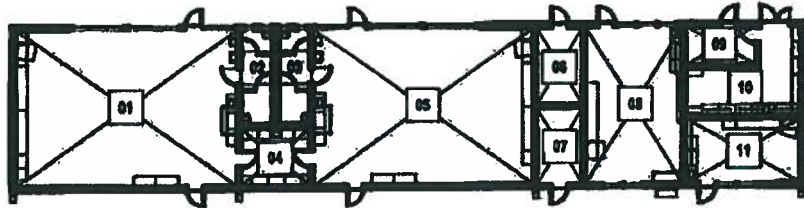
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4181 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	KINDERGARTEN CLASSROOM	1185 S.F.	
02	TOILET	118 S.F.	
03	TOILET	118 S.F.	
04	STORAGE	149 S.F.	
05	KINDERGARTEN CLASSROOM	1185 S.F.	
06	STORAGE	129 S.F.	
07	STORAGE	127 S.F.	
08	ESL CLASSROOM	534 S.F.	
09	PTA OFFICE	105 S.F.	
10	PTA ROOM	263 S.F.	
11	SPEECH / LANGUAGE CLASSROOM	268 S.F.	

4181 S.F.

SCHOOL: ALMOND ELEMENTARY
ADDRESS: 550 ALMOND AVENUE
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



183 Tenth Street, Suite 100
San Francisco, CA 94103
Tel: 415 340 4040
Fax: 415 340 4103
www.gelfand-partners.com

03 OF 08

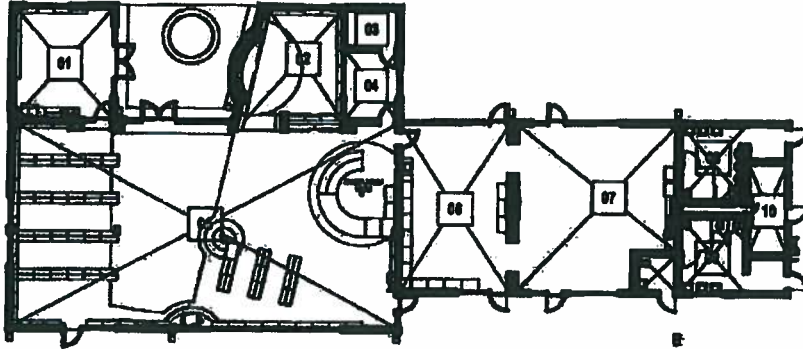
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "C" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5782 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	PROJECTS	389 S.F.	
02	PICTURE BOOKS	362 S.F.	
03	STORAGE	77 S.F.	
04	OFFICE	136 S.F.	
05	LIBRARY	2668 S.F.	
06	STAFF WORK	623 S.F.	
07	TEACHER DEVELOPMENT CLASSROOM	934 S.F.	
08	BOY'S TOILET	230 S.F.	
09	GIRL'S TOILET	230 S.F.	
10	JANITOR	133 S.F.	

5782 S.F.

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



1000 Tech Blvd., Suite 100,
San Francisco, CA 94103
Tel 415 348 4040
Fax 415 348 4103
www.gelfandpartners.com

04 OF 08

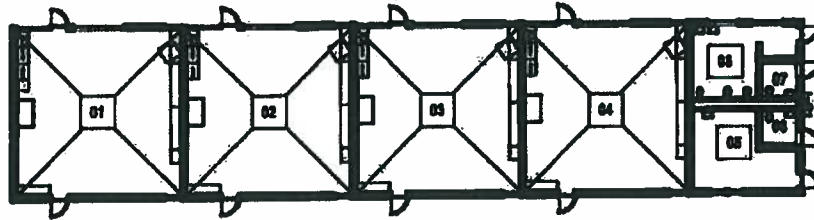
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4387 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	944 S.F.	
02	CLASSROOM	944 S.F.	
03	CLASSROOM	944 S.F.	
04	CLASSROOM	944 S.F.	
05	JANITOR	258 S.F.	
06	WOMEN'S TOILET	239 S.F.	
07	MEN'S TOILET	57 S.F.	
08	MEN'S TOILET	57 S.F.	

4387 S.F.

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS

165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 368 0000
Fax 415. 368 4100
www.gelfand-partners.com

05 OF 08

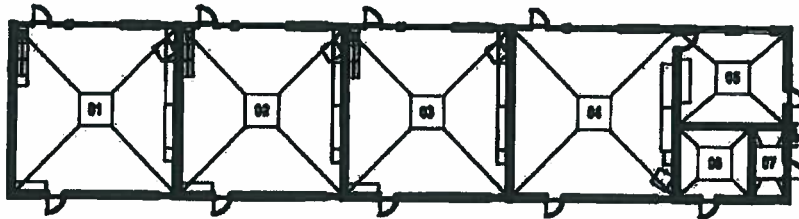
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "E"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4397 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	944 S.F.	
02	CLASSROOM	944 S.F.	
03	CLASSROOM	944 S.F.	
04	COMPUTER ROOM	944 S.F.	
05	MINI COMP CLASSROOM	356 S.F.	
06	SMALL GROUP INSTRUCTION CLASSROOM	182 S.F.	
07	PE STORAGE	83 S.F.	

4397 S.F.

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415. 345 4040
Fax 415. 345 4103
www.gelfand-partners.com

06 OF 08

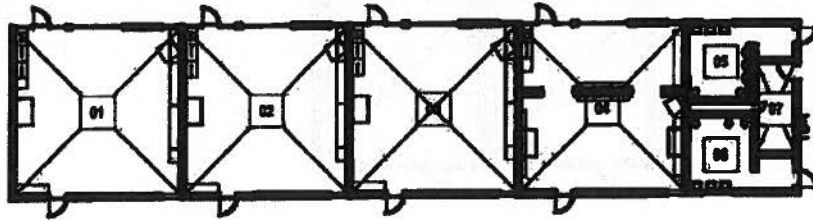
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "F"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4342 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	937 S.F.	
02	CLASSROOM	937 S.F.	
03	CLASSROOM	937 S.F.	
04	RSP	937 S.F.	
05	BOY'S TOILET	231 S.F.	
06	GIRL'S TOILET	231 S.F.	
07	JANITOR	132 S.F.	

4342 S.F.

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4060
Fax 415 348 4103
www.gelfand-partners.com

07 OF 08

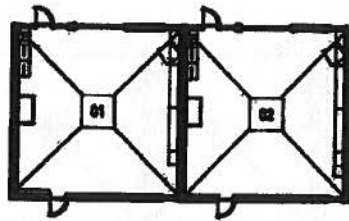
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "G"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1888 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	944 S.F.	
02	CLASSROOM	944 S.F.	

1888 S.F.

SCHOOL: **ALMOND ELEMENTARY**
ADDRESS: **550 ALMOND AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

185 Yerli Street, Suite 100
San Francisco, CA 94103
Tel: 415.340.4040
Fax: 415.340.4040
www.gelfandpartners.com

08 OF 08

GP #0102

02/24/12

2013-2014

CHECKLIST FOR SPACE AND SIZE INVENTORY FOR ALMOND SCHOOL

Attachment G

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - Eyring Declaration, Exhibit 6 (photo) -Site Plan -- County Assessor Map	Yes	433,137 SF 9.94 acres	SF/ADA 809.60 Total ADA: 535
CLASSROOM SPACE				
Kindergarten	- Architectural Drawings/Calculations -Site Plan	Yes	2 x 1,185 SF – B Total: 2,370 SF 2,755 SF (incl storage & toilets)	K ADA: 70; 3 classes; 23.33 ADA per class 2755 SF/2 = 1377.5 SF per class 1377.5 SF/23.33 ADA = 59.12 SF/ADA per class

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Grades 1-6	- Architectural Drawings/Calculations - Site Plan	Yes	1st: 3 x 944= 2832 1 x 960= 960 2 nd : 3 x 944= 2832 3 rd : 2 x 937= 1874 1 x 944= 944 4 th : 1 x 944= 944 2 x 960= 1920 5 th : 1 x 937= 937 2 x 960= 1920 6 th : 1 x 944= 944 2 x 960= 1920 Total: 18,027 SF	SF/ADA: 38.77

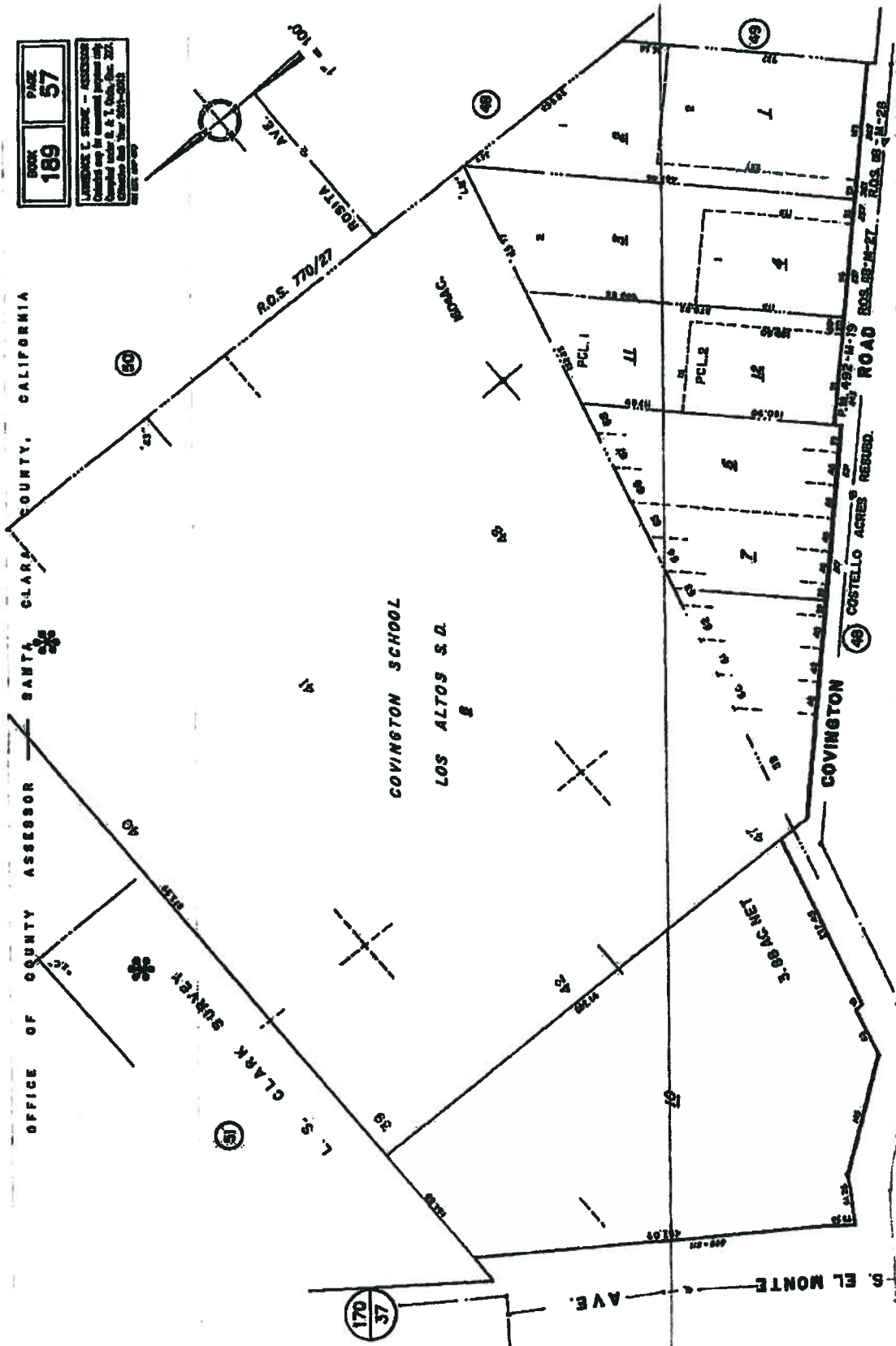
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
SPECIALIZED TEACHING SPACE				
Flex Room	- Architectural Drawings/Calculations	Yes	960 SF (shared and pro-rated w/Art room .5)	See Art Room. SF/ADA 1.79
Computer Lab	-Architectural Drawings/Calculations - School Site Plan	Yes	944 SF – E 356 SF – E 1,300 SF Total	SF/ADA 2.43
Small Group Space	-Architectural Drawings/Calculations - School Site Plan	Yes	182 SF – E	SF/ADA: .34
RSP	-Architectural Drawings/Calculations - School Site Plan	Yes	937 SF – F (1)	SF/ADA: 1.75
Science	-Architectural Drawings/Calculations - School Site Plan	Yes	960 SF	SF/ADA: 1.79
Art	-Architectural Drawings/Calculations - School Site Plan	Yes	960 SF (shared and pro-rated with Flex Room .5)	SF/ADA: 1.79 (includes music)
Speech Room	-Architectural Drawings/Calculations - School Site Plan	Yes	268 SF	SF/ADA: .50
ELL Room	-Architectural Drawings/Calculations - School Site Plan	Yes	534 SF	SF/ADA: 1.0

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
PLAY/PHYSICAL EDUCATION				
Gym	-Architectural Drawings/Calculations - School Site Plan	None		Gymnasium only available at Junior High School campuses.
Turf	-Architectural Drawings/Calculations - School Site Plan	Yes	139,160 SF	SF/ADA: 299.27 SF/ADA 465 ADA
Kindergarten Play	-Architectural Drawings/Calculations - School Site Plan	Yes	12,223 SF	SF/ADA: 174.61 SF/ADA K ADA: 70
Blacktop (note all areas)	-Architectural Drawings/Calculations - School Site Plan	Yes	77,227 SF	SF/ADA: 166.08 SF/ADA 465 ADA
Track	-Architectural Drawings/Calculations - School Site Plan	None		Track only available on Junior High School campuses.
Other Outdoor Space	-Architectural Drawings/Calculations - School Site Plan	Yes	121,632 SF	SF/ADA: 227.35 SF/ADA
Parking Lot	-Architectural Drawings/Calculations - School Site Plan	Yes	37,981 SF	SF/ADA: 71.00
Outdoor Stage	-Architectural Drawings/Calculations - School Site Plan	Yes	647 SF	SF/ADA: 1.21 SF/ADA

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
ADMINISTRATIVE				
Office	-Architectural Drawings/Calculations - School Site Plan	Yes	2,402 SF (incl. Health, hall, & MPOE)	SF/ADA: 4.49
• Reception				
• Office				
• Office				
• Office				
• Office				
• Office				
Teacher Workroom	-Architectural Drawings/Calculations - School Site Plan	Yes	623 SF - C (1)	SF/ADA: 1.16
Teacher lounge	-Architectural Drawings/Calculations - School Site Plan	Yes	934 SF (1)	SF/ADA: 1.75
Custodial	-Architectural Drawings/Calculations - School Site Plan	Yes	133 SF - C (3) 258 SF - D 132 SF - F 523 SF Total	SF/ADA: .98
Storage	-Architectural Drawings/Calculations - School Site Plan	Yes	129 SF - B 127 SF - B Total: 256	SF/ADA: 0.48
Servery	-Architectural Drawings/Calculations - School Site Plan	None	263 SF (B)	SF/ADA: .49

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Child Care	-Architectural Drawings/Calculations - School Site Plan	None.	3,200 SF (ground space)	SF/ADA: 5.98 District does not provide buildings Grounds leased to private third party. Lessee responsible for providing and maintaining building. Users must pay fee.
PTA	-Architectural Drawings/Calculations - School Site Plan	Yes	105 SF – B (2)	SF/ADA: .20
Library	-Architectural Drawings/Calculations - School Site Plan	Yes	Total: 3,632 SF	SF/ADA: 6.79
OTHER SPACE				
MPR	-Architectural Drawings/Calculations - School Site Plan	Yes	5,048 SF Total	SF/ADA: 9.44
PE Storage	-Architectural Drawings/Calculations - School Site Plan	Yes	83 SF	SF/ADA: .16
Restrooms, Students	-Architectural Drawings/Calculations - School Site Plan	Yes	922 SF	SF/ADA: 1.72
Restrooms, Adult	-Architectural Drawings/Calculations - School Site Plan	Yes	353 SF	SF/ADA: 0.66

COVINGTON



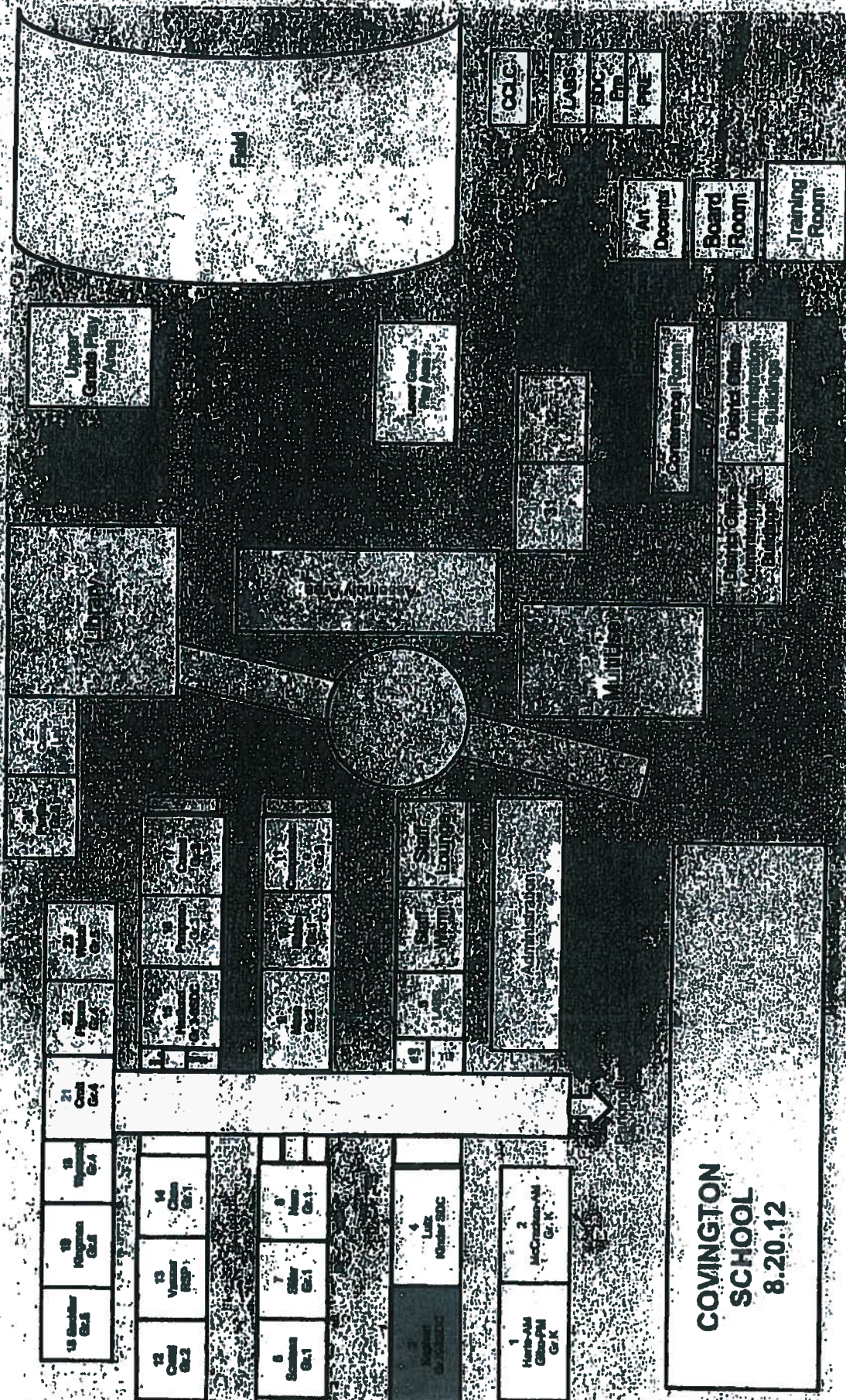
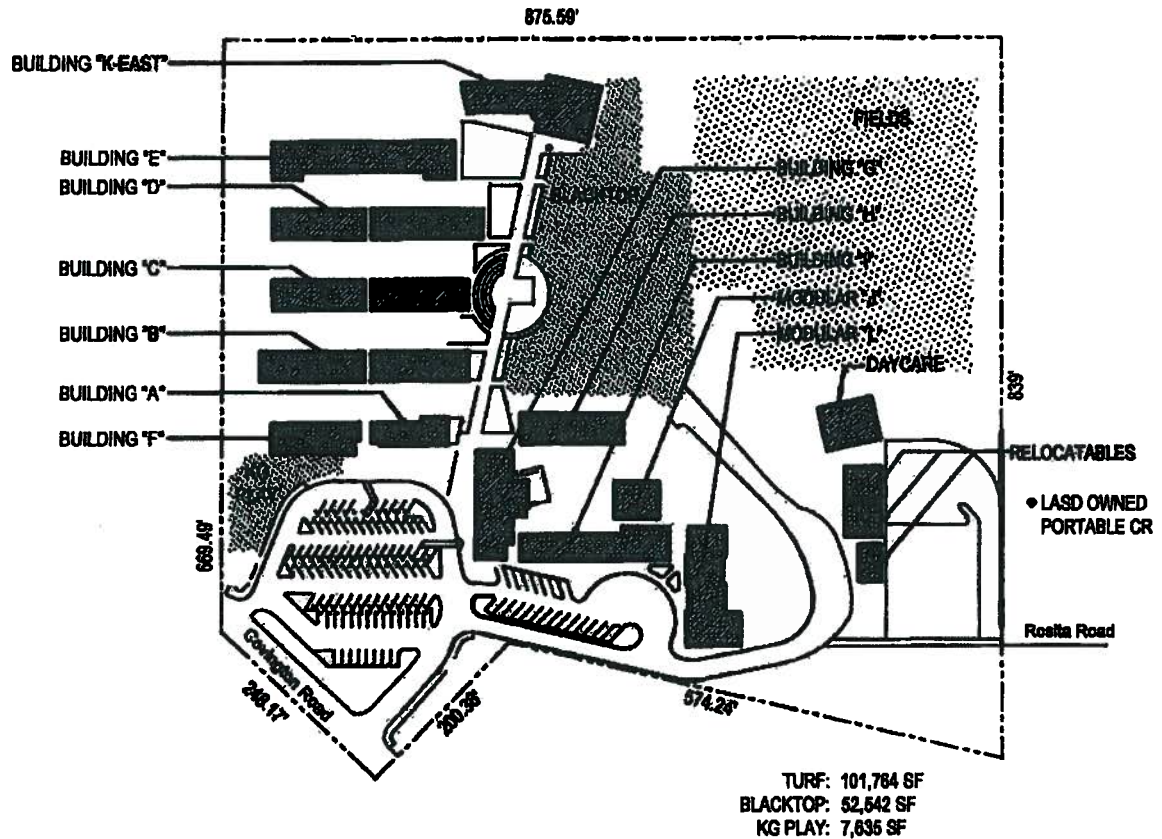


DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



SITE PLAN

SCALE: 1" = 200'-0"
SITE AREA: 15.43 ACRES
[KEYED TO BUILDING PLANS]

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS

185 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348 4040
Fax 415. 348 4100
www.gelfand-partners.com

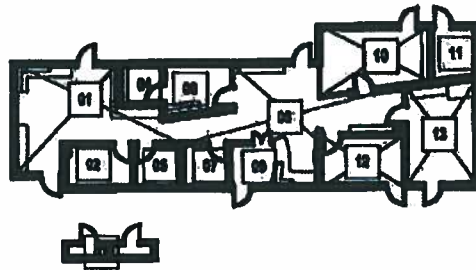
01 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "A"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2200 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	WORK ROOM	421 S.F.	13	CONFERENCE	263 S.F.	
02	ELEC / TELECOM	106 S.F.				
03	STORAGE	55 S.F.				
04	TOILET	64 S.F.				
05	WOMEN'S TOILET	72 S.F.				
06	NURSE	116 S.F.				
07	MEN'S TOILET	72 S.F.				
08	ADMINISTRATION	421 S.F.				
09	RECEPTION	138 S.F.				
10	PRINCIPAL'S OFFICE	237 S.F.				
11	WOOD SHOP	88 S.F.				
12	OFFICE	147 S.F.				
						2200 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS
1000 Tenth Avenue, Suite 100
San Francisco, CA 94103
Tel. 415.345.4040
Fax 415.345.4103
www.gelfand-partners.com

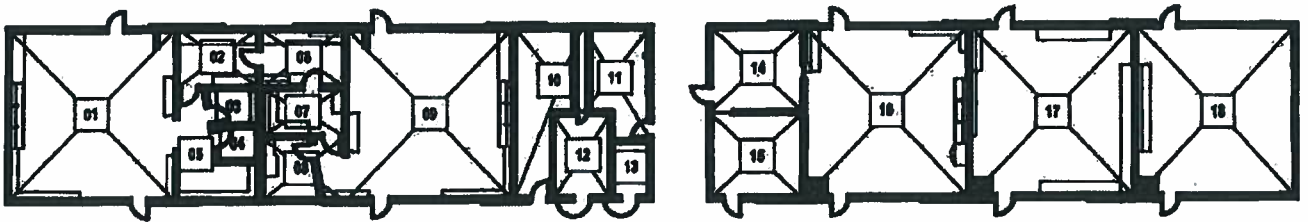
02 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7107 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	KINDERGARTEN	969 S.F.	13	ELECTRICAL	169 S.F.	
02	WORK ROOM	162 S.F.	14	JANITOR	77 S.F.	
03	TOILET	66 S.F.	15	OFFICE	269 S.F.	
04	TOILET	52 S.F.	16	OFFICE	269 S.F.	
05	ALCOVE	197 S.F.	17	CLASSROOM	961 S.F.	
06	KITCHEN	168 S.F.	18	STAFF WORK ROOM	960 S.F.	
07	WORK ROOM	135 S.F.		STAFF LUNCH	968 S.F.	
08	TOILET	180 S.F.				
09	KINDERGARTEN	960 S.F.				
10	BOY'S TOILET	310 S.F.				
11	GIRL'S TOILET	235 S.F.				
12						

7107 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 340 4040
Fax 415. 340 4103
www.gelfand-partners.com

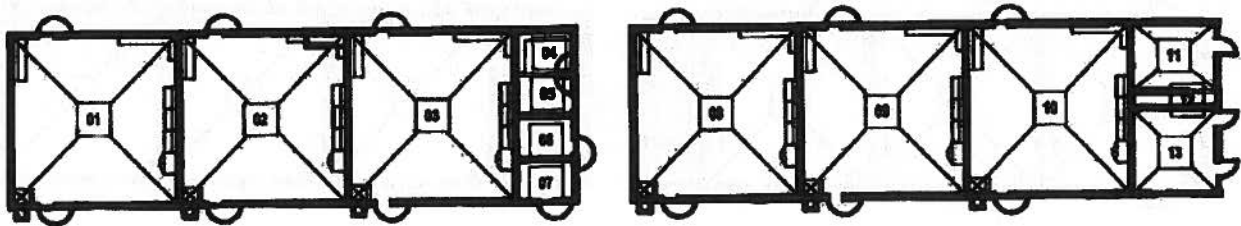
03 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "C"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6648 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	969 S.F.	11	BOY'S TOILET	261 S.F.	
02	CLASSROOM	959 S.F.				
03	CLASSROOM	960 S.F.				
04	STORAGE	91 S.F.				
05	TOILET	84 S.F.				
06	DATA	87 S.F.				
07	ELECTRICAL	87 S.F.				
08	CLASSROOM	969 S.F.				
09	CLASSROOM	959 S.F.				
10	CLASSROOM	961 S.F.				
11	GIRL'S TOILET	212 S.F.				
12	PIPE CHASE	49 S.F.				

6648 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS

185 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 365 4040
Fax 415. 365 4103
www.gelfandpartners.com

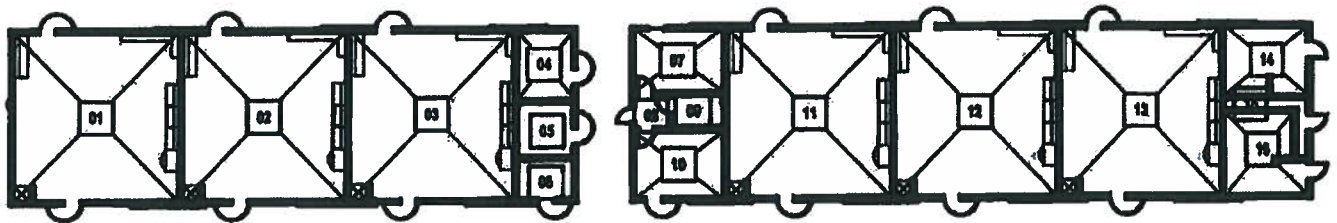
04 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7193 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	969 S.F.	13	CLASSROOM	961 S.F.	
02	CLASSROOM	959 S.F.	14	GIRL'S TOILET	220 S.F.	
03	CLASSROOM	960 S.F.	15	PIPE CHASE	67 S.F.	
04	STORAGE	158 S.F.	16	BOY'S TOILET	235 S.F.	
05	DATA	115 S.F.				
06	ELECTRICAL	88 S.F.				
07	OFFICE	208 S.F.				
08	VESTIBULE	51 S.F.				
09	TOILET	62 S.F.				
10	OFFICE	219 S.F.				
11	CLASSROOM	960 S.F.				
12	CLASSROOM	961 S.F.				

7193 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



160 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415.348.4040
Fax 415.348.4100
www.gelfand-partners.com

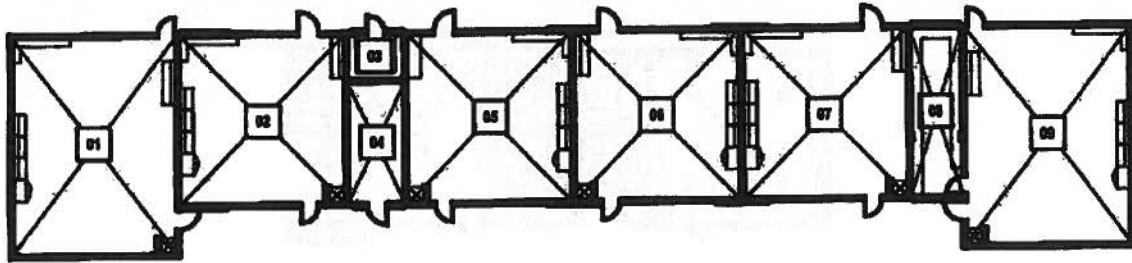
05 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "E"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7020 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	1253 S.F.	
02	CLASSROOM	963 S.F.	
03	STORAGE	95 S.F.	
04	ELEC. DATA	242 S.F.	
05	CLASSROOM	964 S.F.	
06	CLASSROOM	964 S.F.	
07	CLASSROOM	964 S.F.	
08	STORAGE	315 S.F.	
09	CLASSROOM	1260 S.F.	

7020 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS



105 Third Street, Suite 100
San Francisco, CA 94103
Tel 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

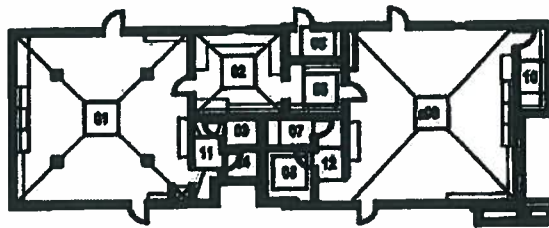
06 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "F"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3071 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	KINDERGARTEN	1045 S.F.	
02	WORK ROOM	274 S.F.	
03	TOILET	42 S.F.	
04	TOILET	44 S.F.	
05	ELECTRICAL	68 S.F.	
06	KITCHEN	109 S.F.	
07	TOILET	55 S.F.	
08	TOILET	101 S.F.	
09	KINDERGARTEN	1050 S.F.	
10	STORAGE	106 S.F.	
11	CORRIDOR	83 S.F.	
12	CORRIDOR	94 S.F.	

3071 S.F.

SCHOOL: **COVINGTON ELEMENTARY**
ADDRESS: **201 COVINGTON ROAD**
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415. 348. 4040
Fax 415. 348. 4103
www.gelfand-partners.com

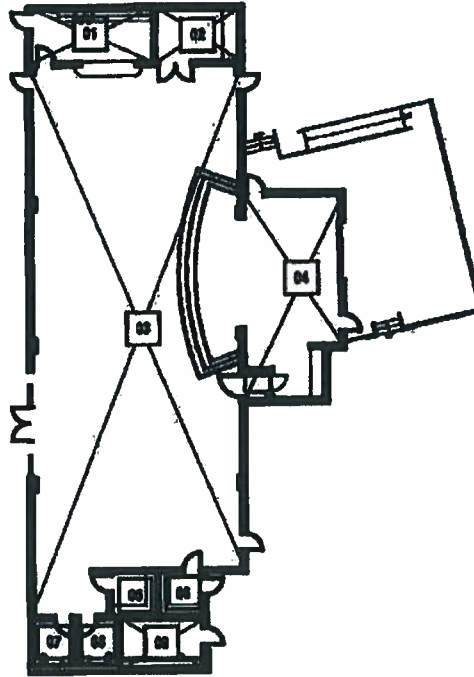
07 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "G"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5313 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	KITCHEN	243 S.F.	
02	STORAGE	166 S.F.	
03	MULTI-USE ROOM	3753 S.F.	
04	BACKSTAGE	685 S.F.	
05	STORAGE	74 S.F.	
06	STORAGE	74 S.F.	
07	MEN'S TOILET	81 S.F.	
08	WOMEN'S	77 S.F.	
09	ELECTRICAL	160 S.F.	

5313 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS



165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348 4040
Fax 415 348 4100
www. gelfand-partners.com

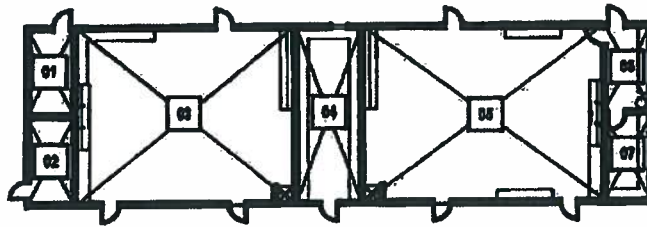
08 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "H"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3730 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	SNACK BAR	148 S.F.	
02	ELECTRICAL	149 S.F.	
03	FLEX SCIENCE	1312 S.F.	
04	STORAGE	388 S.F.	
05	FLEX ART	1436 S.F.	
06	KILN	148 S.F.	
07	STORAGE	149 S.F.	

3730 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS

105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 340 4040
Fax 415 340 4103
www.gelfand-partners.com

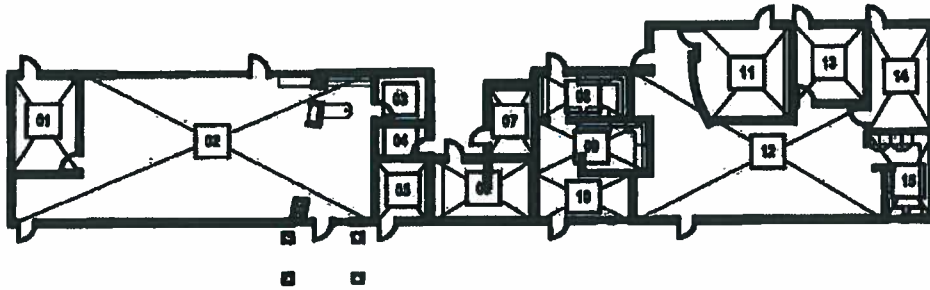
09 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "I"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4806 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	OFFICE	232 S.F.	13	OFFICE	202 S.F.	
02	WORK ROOM	1588 S.F.	14	OFFICE	247 S.F.	
03	STORAGE	97 S.F.	15	STORAGE	167 S.F.	
04	TOILET	67 S.F.				
05	STORAGE	117 S.F.				
06	WOMEN'S TOILET	127 S.F.				
07	MEN'S TOILET	125 S.F.				
08	PREP	157 S.F.				
09	KITCHEN	202 S.F.				
10	ENTRANCE	157 S.F.				
11	CONFERENCE	307 S.F.				
12	WORK ROOM	1014 S.F.				

4806 S.F.

SCHOOL: **COVINGTON ELEMENTARY**
ADDRESS: **201 COVINGTON ROAD**
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS



100 Fourth Street, Suite 100
San Francisco, CA 94103
Tel. 415.348.4040
Fax 415.348.4103
www.gelfand-partners.com

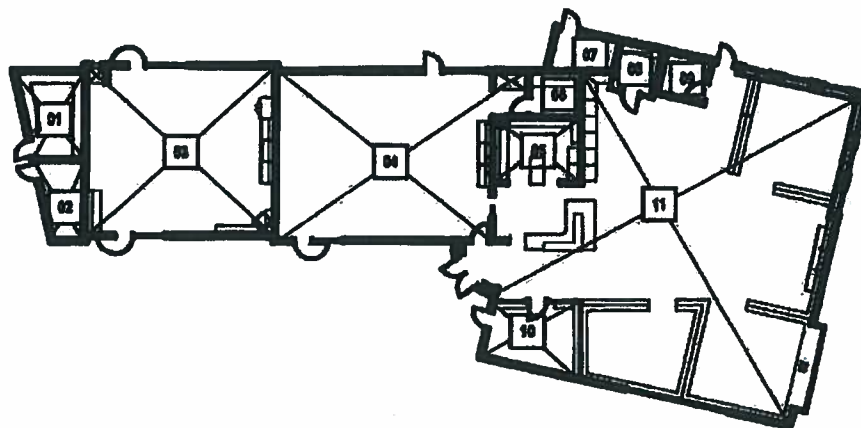
10 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "K - EAST" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6542 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	STORAGE	188 S.F.	
02	ELECTRICAL	119 S.F.	
03	CLASSROOM	1088 S.F.	
04	COMPUTER ROOM	1306 S.F.	
05	RECEPTION	193 S.F.	
06	SERVER	82 S.F.	
07	MECHANICAL	91 S.F.	
08	AUD./VID. STORAGE	77 S.F.	
09	TOILET	76 S.F.	
10	CONFERENCE	220 S.F.	
11	LIBRARY	3102 S.F.	

6542 S.F.

SCHOOL: **COVINGTON ELEMENTARY**
ADDRESS: **201 COVINGTON ROAD**
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel: 415. 348 4040
Fax: 415. 348 4103
www.gelfand-partners.com

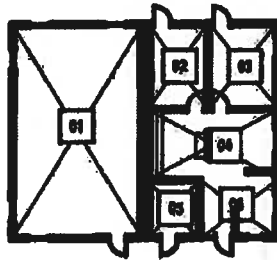
11 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



MODULAR "J"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1904 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CONSTR. OFFICE	952 S.F.	
02	CONFERENCE	176 S.F.	
03	OFFICE	207 S.F.	
04	WORK AREA	309 S.F.	
05	NURSE	103 S.F.	
06	OFFICE	157 S.F.	

1904 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS



1001 North Street, Suite 100
San Francisco, CA 94109
Tel. 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

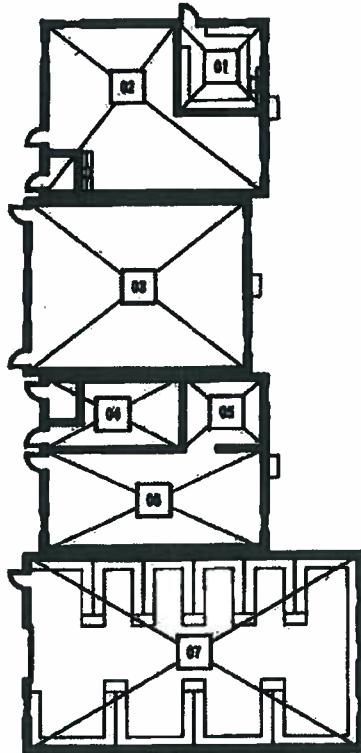
12 OF 13

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



MODULAR "L"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5883 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	SCI. STORAGE	268 S.F.	
02	WORK ROOM	960 S.F.	
03	CONFERENCE	1280 S.F.	
04	STORAGE	282 S.F.	
05	OFFICE	200 S.F.	
06	PRINT SHOP	733 S.F.	
07	IMC	2160 S.F.	

5883 S.F.

SCHOOL: COVINGTON ELEMENTARY
ADDRESS: 201 COVINGTON ROAD
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS



201 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 349 4040
Fax 415 349 4100
www.gelfandpartners.com

13 OF 13

02/24/12

Attachment G

2013-2014
CHECKLIST FOR SPACE AND SIZE INVENTORY FOR COVINGTON SCHOOL

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - Eyring Declaration, Exhibit 8 (two photos) - School Site Plans -County Assessor Map	Yes	School size is: 531,702 SF 12.21 acres	Covington School size: 531,702 SF 12.21 acres 1036.46 SF/ADA for school Total ADA: 513
Kindergarten	- Architectural Drawings/Calculations - School Site Plans	Yes	2,965 SF	K ADA: 68; 3 classes; 22.67 ADA/class 2,965 SF/2= 1,482.50 SF per classroom 1,482.50 SF/22.67 ADA= 65.39 SF/ADA per class

Attachment G

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Grades 1-6	- Architectural Drawings/Calculations - School Site Plans	Yes	1 st : 1x959 2x960 1x969 3,848 2 nd : 1x959 2x969 2,897 3 rd : 2x961 1 x 961 2,883 4 th : 2x964 1,928 5 th : 1x1088 1x1260 2,348 6 th : 1x963 1x964 1x1253 3,180 Total: 17,084	SF/ADA: 39.55 (excludes SDC students)
SPECIALIZED TEACHING SPACE				
Flex Room A B	- Architectural Drawings/Calculations - School Site Plans	Yes	1,312 SF 1,436 SF 2,748 SF Total	(See Science/Art/Music) SF/ADA: 5.36
Computer Lab	- Architectural Drawings/Calculations - School Site Plans	Yes	1306 SF	SF/ADA: 2.55
Small Group Space	- Architectural Drawings/Calculations - School Site Plans	Yes	219 SF (D) (shared with music)	SF/ADA: .43
Science	- Architectural Drawings/Calculations - School Site Plans	Included as Flex Room	See Flex Room	

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Art/Music	<ul style="list-style-type: none"> - Architectural Drawings/Calculations - School Site Plans 	Included as Flex Room	See Flex Room	
SDC	<ul style="list-style-type: none"> - Architectural Drawings/Calculations - School Site Plans 		2,880 SF (B)	SF/ADA: 221.54 based on SDC ADA SDC: 13 ADA

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
PLAY/PHYSICAL EDUCATION				
Gym	- Architectural Drawings/Calculations - School Site Plans	None		Gymnasiums only available on Junior High School campuses.
Turf	- Architectural Drawings/Calculations - School Site Plans	Yes	137,770 SF	SF/ADA: 309.60 445 ADA
Kindergarten Play	- Architectural Drawings/Calculations - School Site Plans	Yes	11,860 SF	SF/ADA: 174.41 K: 68
Blacktop (note all areas)	- Architectural Drawings/Calculations - School Site Plans	Yes Included in site area	83,330 SF	SF/ADA: 179.20 445 ADA
Track	- Architectural Drawings/Calculations - School Site Plans	None		Track only available on Junior High School campuses.
Other Outdoor Space	- Architectural Drawings/Calculations - School Site Plans	Yes	196,410 SF	SF/ADA: 382.87
Parking Lot	- Architectural Drawings/Calculations	Yes	45,580 SF	SF/ADA: 88.85
Outdoor Stage	- Architectural Drawings/Calculations	Yes	1,033 SF	SF/ADA: 2.01

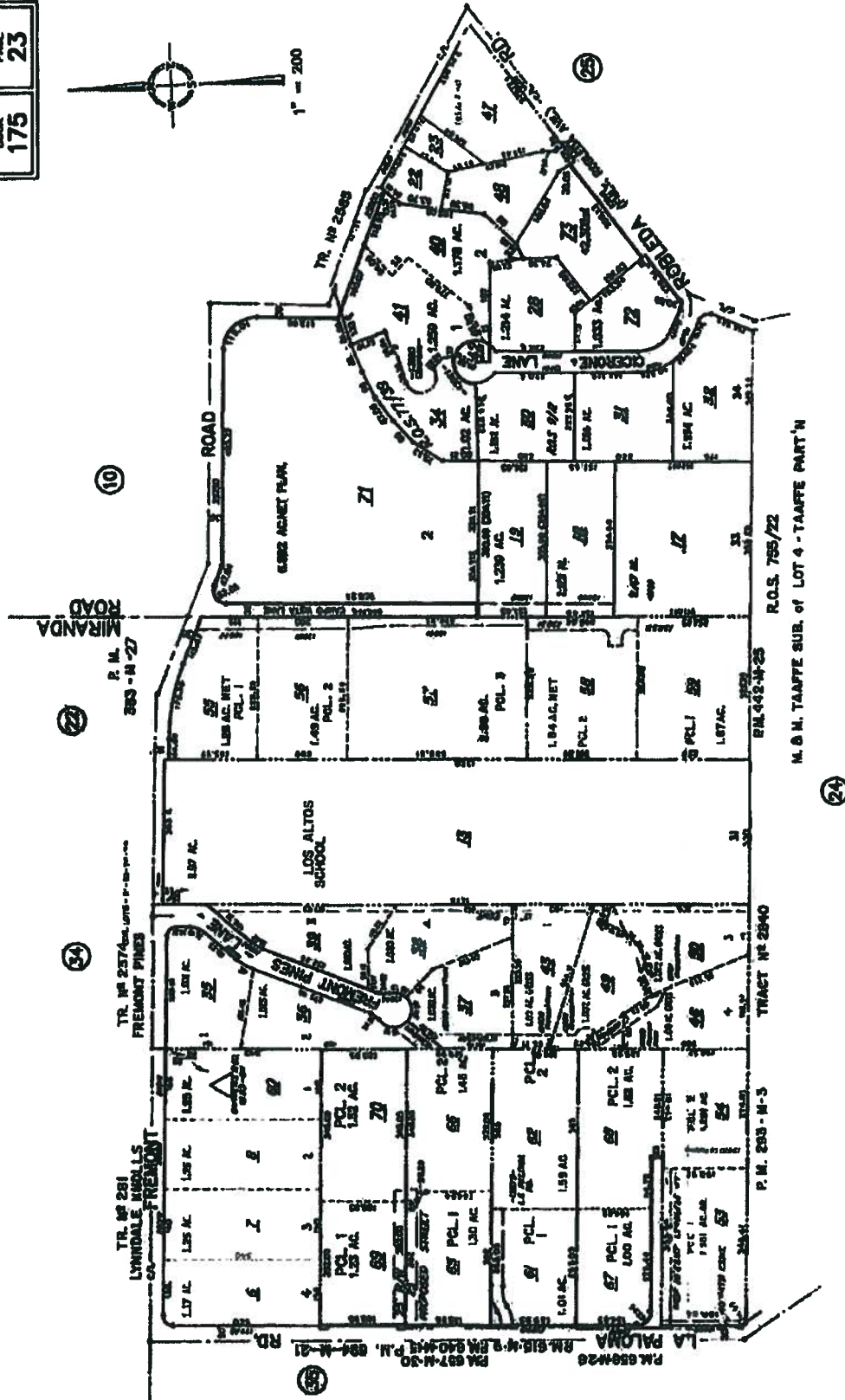
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
ADMINISTRATIVE				
Office	- Architectural Drawings/Calculations - School Site Plans	Yes	2,200 SF. (includes 106 SF electrical room)	SF/ADA: 4.29
Teacher Workroom	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.87
Teacher lounge	- Architectural Drawings/Calculations - School Site Plans	Yes	968 SF	SF/ADA: 1.88
Custodial	- Architectural Drawings/Calculations - School Site Plans	Yes	77 SF	SF/ADA: .15
Storage	- Architectural Drawings/Calculations - School Site Plans		106 SF (F) 410 SF (E) 158 SF (D) 91 SF (C) 149 SF (H) 188 SF (K) <u>388 SF (H)</u> 1,490 SF Total	SF/ADA: 2.90 based on 1,490 Total SF
Servery	- Architectural Drawings/Calculations - School Site Plans		Kitchen area inside multi – 243 SF	SF/ADA: .47

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Child Care	- Architectural Drawings/Calculations - School Site Plans	Yes	4,700 SF (ground space)	SF/ADA: 9.16 District does not provide buildings Grounds leased to private third party. Lessee responsible for providing and maintaining building. Users must pay fee. None Provided.
PTA	- Architectural Drawings/Calculations - School Site Plans	No		
Library	- Architectural Drawings/Calculations - School Site Plans	Yes	3,668 SF 82 SF (server room) Total: 3,750	SFADA: 7.31
OTHER SPACE				
RSP	- Architectural Drawings/Calculations - School Site Plans	No.	959 SF (D)	SF/ADA: 1.87
ELL	- Architectural Drawings/Calculations - School Site Plans	Yes.	269 SF (B)	SF/ADA: .52
RL Lab	- Architectural Drawings/Calculations - School Site Plans	Yes.	269 SF (B)	SF/ADA: .52
Multi-Purpose Room	- Architectural Drawings/Calculations - School Site Plans	Yes.	4,225 (G)	SF/ADA: 8.24
Kiln	- Architectural Drawings/Calculations - School Site Plans	Yes.	148 SF	SF/ADA: .29

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Snack Bar	- Architectural Drawings/Calculations - School Site Plans	Yes.	148 SF	SF/ADA: .29
Speech Room	- Architectural Drawings/Calculations - School Site Plans	Yes.	208 SF (D)	SF/ADA: .41
Restrooms, Student	- Architectural Drawings/Calculations - School Site Plans	Yes	1473 SF	SF/ADA: 2.87
Restrooms, Adult	- Architectural Drawings/Calculations - School Site Plans	Yes	84 (C) 62 (D) Total: 146	SF/ADA: .28
Data Room	- Architectural Drawings/Calculations - School Site Plans	Yes	87 (C) 115 (D) 242 (E) Total: 444	SF/ADA: .87
Electrical Room	- Architectural Drawings/Calculations - School Site Plans	Yes	87 (C) 88 (D) 119 (K) 169 (B) 160 (G) 149 (H) Total: 772	SF/ADA: 1.50
Pipe Chase	- Architectural Drawings/Calculations - School Site Plans	Yes	49 (C) 67 (D) Total: 116	SF/ADA: .23
Mechanical Room	- Architectural Drawings/Calculations - School Site Plans	Yes	91 (K)	SF/ADA: .18

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
SDC – district classes	- Architectural Drawings/Calculations - School Site Plans	Yes	2,889 (B) 961 (B) 960 (D) Total: 4,810	SF/ADA: 370.00 based on SDC enrollment SDC: 13 BCS has no SDC Students
Vestibule	- Architectural Drawings/Calculations - School Site Plans	Yes	51 (D)	SF/ADA: .10

GARDNER



See 42, sup 62
LAWRENCE L. STONE - ASSASSIN
Excluded any for national program
Copyright under U. S. Pat. No. 377,
Effective Feb 1900-2013

Gardner Bulls School Evacuation Route Map

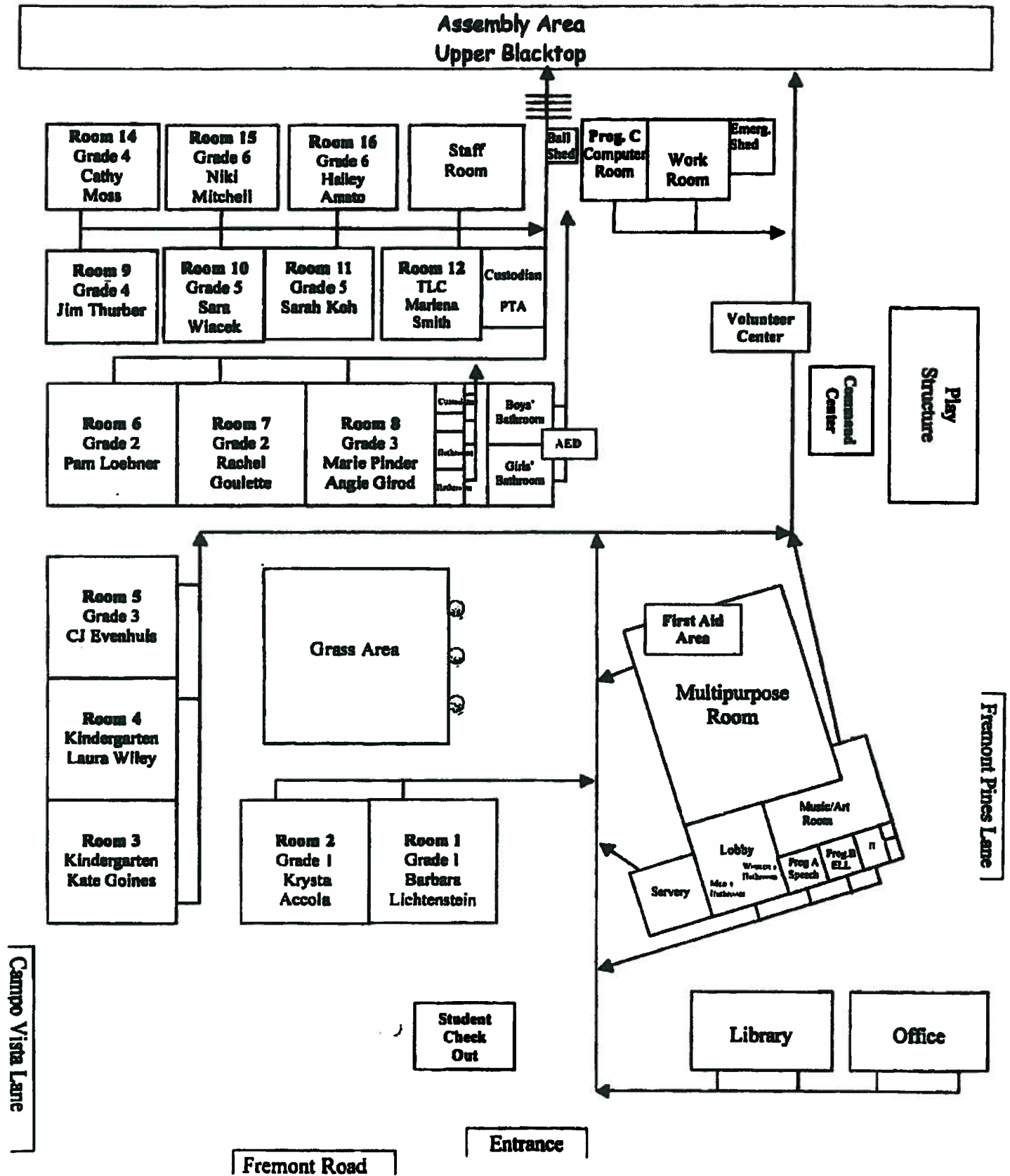
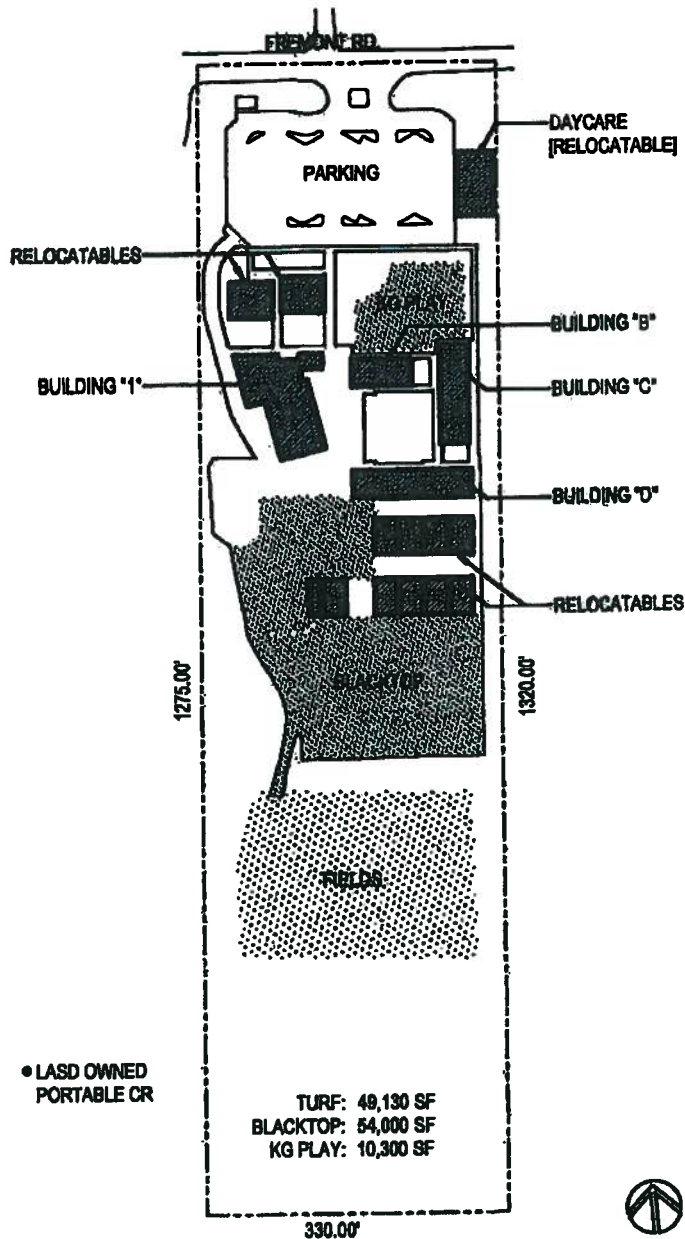


DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



• LASD OWNED
PORTABLE CR

TURF: 49,130 SF
BLACKTOP: 54,000 SF
KG PLAY: 10,300 SF

SITE PLAN

SCALE: 1" = 200'-0"
SITE AREA: 10 ACRES
[KEYED TO BUILDING PLANS]

SCHOOL: **GARDNER BULLIS ELEMENTARY**
ADDRESS: **25890 FREMONT ROAD**
LOS ALTOS HILLS, CA 94022

Gelfand Partners
ARCHITECTS

105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415.348.4040
Fax 415.348.4100
www.gelfand-partners.com

01 OF 05

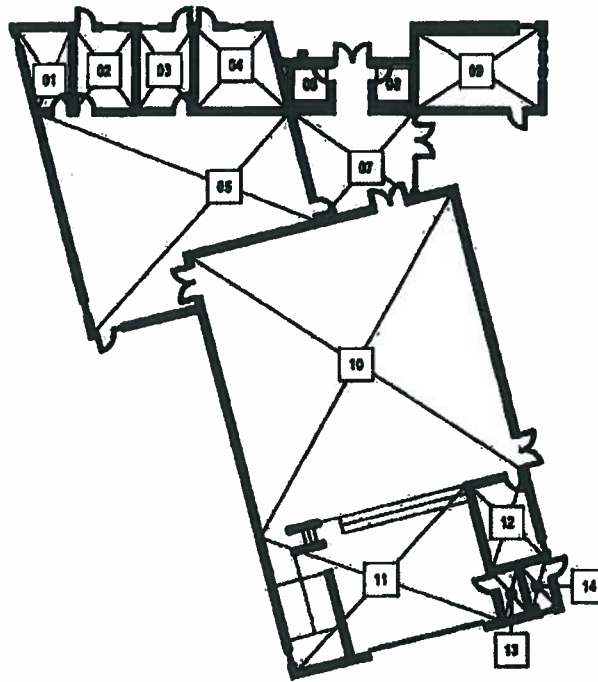
GP #0513

02/24/12

DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "1"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7253 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	STORAGE	120 S.F.	
02	OFFICE	162 S.F.	
03	OFFICE	148 S.F.	
04	PTA WORKROOM / STORAGE	223 S.F.	
05	FLEX CLASSROOM	1353 S.F.	
06	WOMENS RR	51 S.F.	
07	LOBBY / HALL	411 S.F.	
08	MENS RR	51 S.F.	
09	SERVERY	317 S.F.	
10	MULTIUSE	2597 S.F.	
11	STAGE / RAMP	806 S.F.	
12	STORAGE	157 S.F.	
13	DATA	42 S.F.	
14	JANITOR	42 S.F.	

7253 S.F.

SCHOOL: **GARDNER BULLIS ELEMENTARY**
ADDRESS: **25890 FREMONT ROAD**
LOS ALTOS HILLS, CA 94022

Gelfand Partners
ARCHITECTS



105 Yerby Street, Suite 100
San Francisco, CA 94103
Tel 415.349.4040
Fax 415.348.4193
www.gelfand-partners.com

02 OF 05

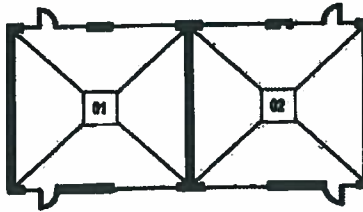
GP #0513

02/24/12

DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1948 S.F.

KEY	DESCRIPTION	AREA	TOTALS
<input type="checkbox"/> 01	CLASSROOM	920 S.F.	
<input type="checkbox"/> 02	CLASSROOM	920 S.F.	

1948 S.F.

SCHOOL: **GARDNER BULLIS ELEMENTARY**
ADDRESS: **25890 FREMONT ROAD**
LOS ALTOS HILLS, CA 94022

Gelfand Partners
ARCHITECTS

105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348 4040
Fax 415. 348 4103
www.gelfand-partners.com

03 OF 05

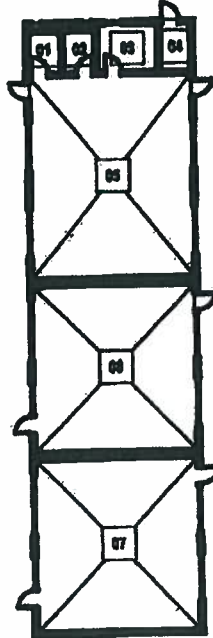
GP #0513

02/24/12

DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS

**BUILDING "C"**

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3471 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	K TOILET	43 S.F.	
02	K TOILET	43 S.F.	
03	TEACHERS WORK	94 S.F.	
04	STORAGE	47 S.F.	
05	KINDERGARTEN	1082 S.F.	
06	CLASSROOM	887 S.F.	
07	CLASSROOM	920 S.F.	

3471 S.F.

SCHOOL: **GARDNER BULLIS ELEMENTARY**
ADDRESS: **25890 FREMONT ROAD**
LOS ALTOS HILLS, CA 94022

Gelfand Partners
ARCHITECTS


100 Youth Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

04 OF 05

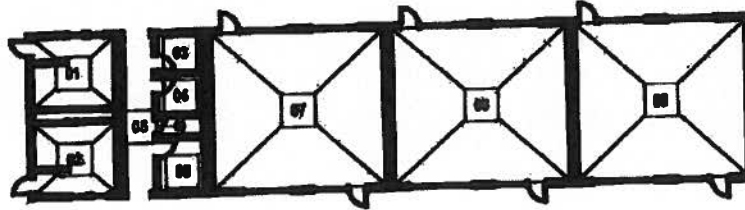
GP #0513

02/24/12

DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS

**BUILDING "D"**

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3916 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	GIRLS	190 S.F.	
02	BOYS	190 S.F.	
03	WOMEN	56 S.F.	
04	MEN	56 S.F.	
05	DATA	64 S.F.	
06	JANITOR	42 S.F.	
07	CLASSROOM	887 S.F.	
08	CLASSROOM	887 S.F.	
09	CLASSROOM	915 S.F.	

3916 S.F.

SCHOOL: **GARDNER BULLIS ELEMENTARY**
ADDRESS: **25890 FREMONT ROAD**
LOS ALTOS HILLS, CA 94022

Gelfand Partners
ARCHITECTS



180-Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348. 4040
Fax 415 348 4103
www.gelfand-partners.com

05 OF 05

GP #0513

02/24/12

2013-2014
CHECKLIST FOR SPACE AND SIZE INVENTORY FOR GARDNER SCHOOL

Attachment G

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - Eyring Declaration, Exhibit 9 (two photos) - School Site Plan - County Assessor Map	Yes	434,293 SF 9.97 acres	SF/ADA: 1,344.56 Total ADA: 323
Other Outdoor Space	Architectural Drawings/Calculations	Yes	191,850 SF + 52,760 SF 244,610 Total	SF/ADA: 593.96 163.34 SF/ADA (unusable upper field) SF/ADA: 757.31 total
Parking Lot	Architectural Drawings/Calculations	Yes	39,085 SF	SF/ADA: 121.01
Outdoor Stage	Architectural Drawings/Calculations	Yes	611 SF	SF/ADA: 1.89
TEACHING SPACE				

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Kindergarten	- Architectural Drawings/Calculations -School Site Plan	Yes	1262 - C 887 - C Total: 2,149	K: 44; 2 classes; 22 ADA per class 2149 SF/2 = 1074.5 SF per classroom 1074.5 SF/22 ADA = 48.84 SF/ADA per class
Grades 1-6	- Architectural Drawings/Calculations -School Site Plan	Yes	1 st 3 x 920 – B and C 2 nd 2 x 887 – D 3 rd 1 x 915 – D 4 th 2 x 960 = 1,920 5 th 2 x 960 = 1,920 6 th 2 x 960 = 1,920 Total: 11,209	SFADA: 40.18
SPECIALIZED TEACHING SPACE				
Flex Room	- Architectural Drawings/Calculations -School Site Plan	Yes	Shared between Music/Art/Science 1353 SF	SF/ADA: 4.19
Computer Lab	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF	SF/ADA: 2.97
Small Group Space	- Architectural Drawings/Calculations -School Site Plan	No		
RSP	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF – C (1)	SF/ADA: 2.97
Science	- Architectural Drawings/Calculations -School Site Plan	See Flex Rm		
Art	- Architectural Drawings/Calculations -School Site Plan	See Flex Rm		

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
PLAY / PHYSICAL EDUCATION				
Gym		None		Gymnasium only available at Junior High School campuses.
Turf	- Architectural Drawings/Calculations -School Site Plan	Yes	58,780 SF	SF/ADA: 210.68 279 ADA
Kindergarten Play	- Architectural Drawings/Calculations -School Site Plan	Yes	12,310 SF	SF/ADA: 279.77 K: 44
Blacktop (note all areas)	- Architectural Drawings/Calculations -School Site Plan	Yes	43,610 SF	SF/ADA: 156.31 279 ADA
Track	- Architectural Drawings/Calculations -School Site Plan	None		Track only available on Junior High School campuses.

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
ADMINISTRATIVE				
Office	- Architectural Drawings/Calculations -School Site Plan	Yes	1,920 SF	SF/ADA: 5.94
• Admin • Admin				
Teacher Workroom	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF	SF/ADA: 2.97
Teacher lounge	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF	SF/ADA: 2.97
Custodial	- Architectural Drawings/Calculations -School Site Plan	Yes	240 SF 42 – bldg. 1 42 - D Total: 324	SF/ADA: 1.0
Storage	- Architectural Drawings/Calculations -School Site Plan	Yes	120 – 1 47 – C Total: 167	SF/ADA: 0.52
Servery	- Architectural Drawings/Calculations -School Site Plan	Yes	317	SF/ADA: 0.98
Child Care	- Architectural Drawings/Calculations -School Site Plan	Yes	6,644 SF (ground space)	SF/ADA: 20.57 District does not provide buildings Grounds leased to private third party. Lessee responsible for providing and maintaining building. Users must pay fee.

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
PTA	- Architectural Drawings/Calculations -School Site Plan	Yes	240 SF	SF/ADA: 0.74
Library	- Architectural Drawings/Calculations -School Site Plan	Yes	1,920 SF	SF/ADA: 5.94
Speech	- Architectural Drawings/Calculations -School Site Plan	Yes	223 - 1	SF/ADA: 0.69 [check]
ELL	- Architectural Drawings/Calculations -School Site Plan	Yes	148 - 1	SF/ADA: 0.46
Multi Purpose Room	- Architectural Drawings/Calculations -School Site Plan	Yes	3971 incl. Lobby	SF/ADA: 12.29
Restrooms, Student	- Architectural Drawings/Calculations -School Site Plan	Yes	380 SF	SF/ADA: 1.18
Restrooms, Adult	- Architectural Drawings/Calculations -School Site Plan	Yes	214 SF	SF/ADA: 0.66

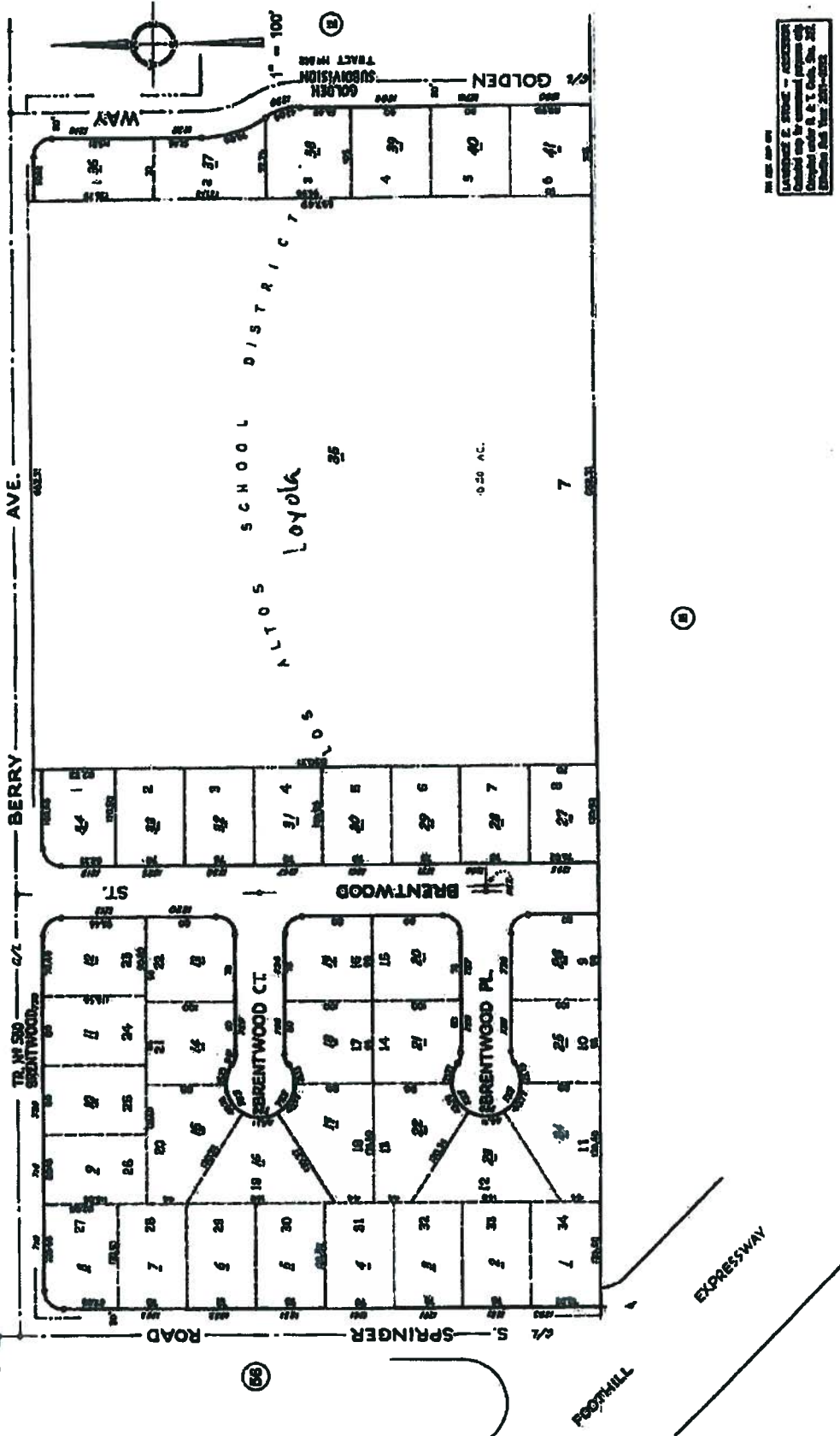
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Data Room	- Architectural Drawings/Calculations -School Site Plan	Yes	42 – 1 64 – D Total: 106	SF/ADA: 0.33
Electrical Room	- Architectural Drawings/Calculations -School Site Plan	Yes	162	SF/ADA: 0.50

LOYOLA

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK
189
PAGE
17

CYRUS BERRY SUBDIVISION NO. 1



RECORDED & INDEXED
Cyrus Berry Subdivision No. 1
Map of Santa Clara County, California
Filed for Record & Indexing
March 10, 1911
Recorder's Office

Berry Avenue

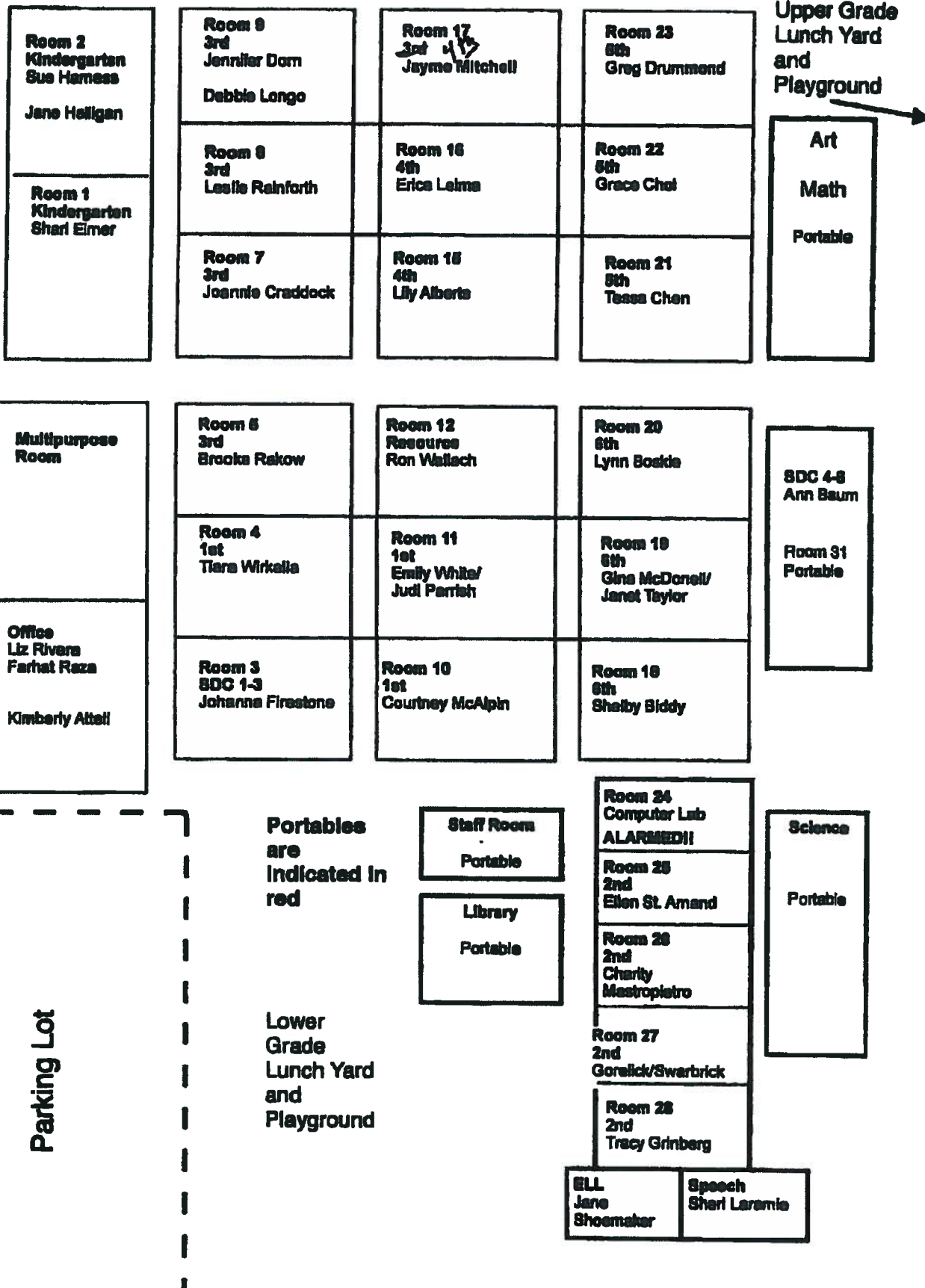
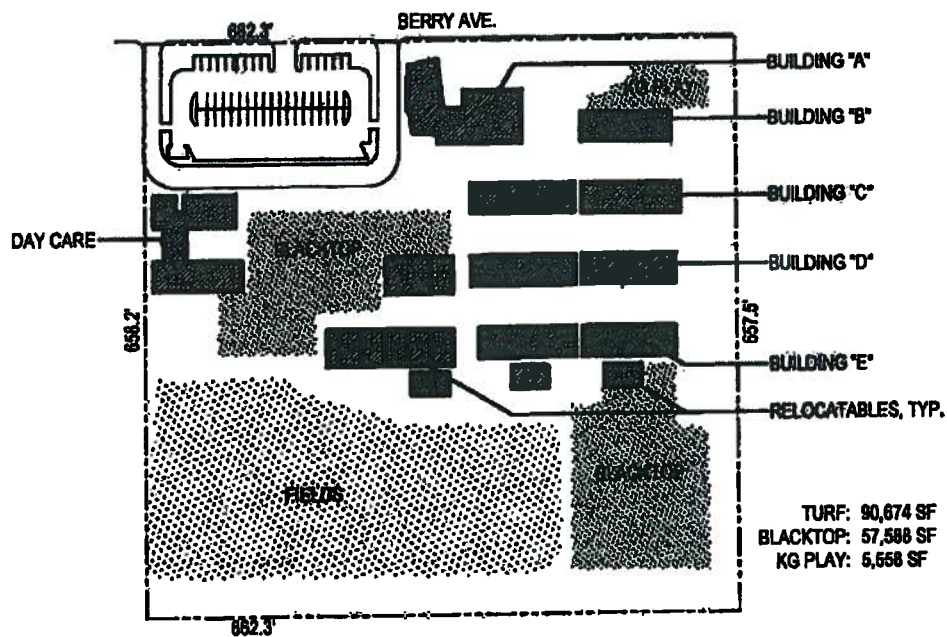


DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



SITE PLAN

SCALE: 1" = 200'-0"
SITE AREA: 10 ACRES
[KEYED TO BUILDING PLANS]

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Youth Street, Suite 100
San Francisco, CA 94103
Tel. 415.386.4040
Fax 415.340.4103
www.gelfand-partners.com

01 OF 9

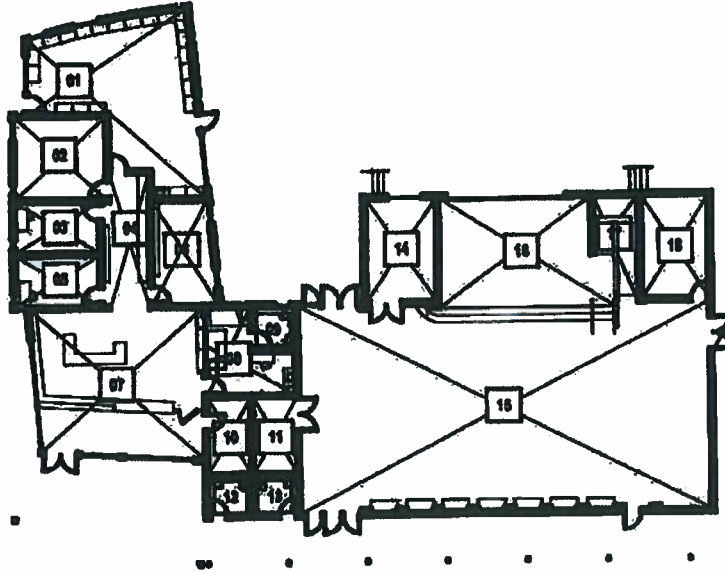
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "A"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7,394 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	STAFF WORK	754 S.F.	12	MEN'S TOILET	64 S.F.	
02	CONFERENCE	271 S.F.	13	WOMEN'S TOILET	62 S.F.	
03	OFFICE	156 S.F.	14	STORAGE	262 S.F.	
04	HALL	219 S.F.	15	ASSEMBLY	2870 S.F.	
05	PRINCIPAL	157 S.F.	16	PLATFORM	622 S.F.	
06	FILES	225 S.F.	17	RAMP	130 S.F.	
07	ADMIN. RECEPTION	838 S.F.	18	STORAGE	249 S.F.	
08	HEALTH	203 S.F.				
09	HEALTH TOILET	65 S.F.				
10	ELEC. / DATA	125 S.F.				
11	STORAGE	122 S.F.				

7,394 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS

185 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 240. 4040
Fax 415. 345. 4103
www.gelfand-partners.com

02 OF 09

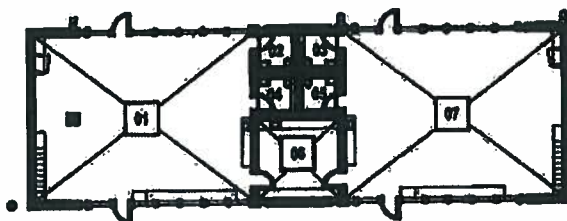
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3039 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	KINDERGARTEN	1264 S.F.	
02	W/C	62 S.F.	
03	W/C	62 S.F.	
04	W/C	62 S.F.	
05	W/C	62 S.F.	
06	WORK ROOM	250 S.F.	
07	KINDERGARTEN	1277 S.F.	

3039 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners ARCHITECTS



100 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415.340.4040
Fax 415.340.4103
www.gelfandpartners.com

03 OF 09

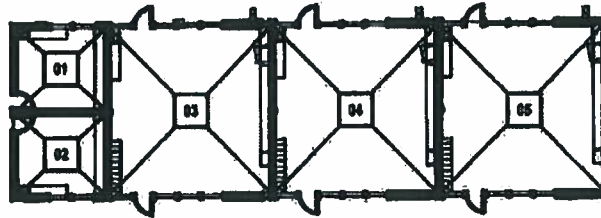
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "C-EAST" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: **3417 S.F.**

KEY	DESCRIPTION	AREA	TOTALS
01	SMALL GROUP	264 S.F.	
02	SMALL GROUP	264 S.F.	
03	CLASSROOM	958 S.F.	
04	CLASSROOM	964 S.F.	
05	CLASSROOM	967 S.F.	

3417 S.F.

SCHOOL: **LOYOLA ELEMENTARY**
ADDRESS: **770 BERRY AVENUE**
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



105 Teatin Street, Suite 100
San Francisco, CA 94103
Tel. 415. 340 4040
Fax 415. 340 4103
www.gelfand-partners.com

04 OF 09

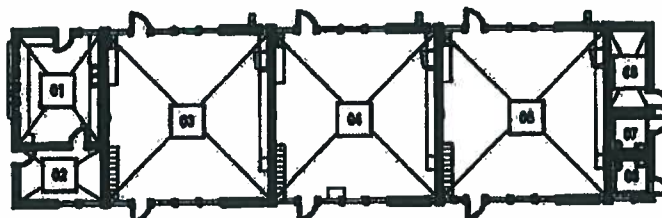
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "C-WEST" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3647 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	SERVERY	339 S.F.	
02	P.T.A. WORKROOM	173 S.F.	
03	CLASSROOM	959 S.F.	
04	CLASSROOM	964 S.F.	
05	CLASSROOM	965 S.F.	
06	STORAGE	126 S.F.	
07	MEN'S TOILET	61 S.F.	
08	WOMEN'S TOILET	60 S.F.	

3647 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



325 Yepp Street, Suite 100
San Francisco, CA 94103
Tel. 415. 345 4040
Fax 415. 345 4103
www.gelfand-partners.com

05 OF 09

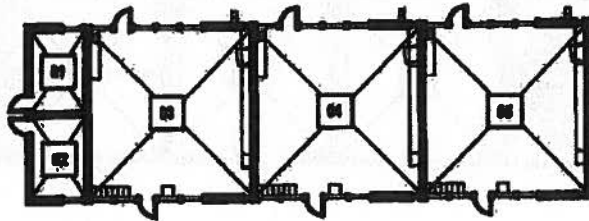
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D-EAST" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3207 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	SMALL GROUP	170 S.F.	
02	JANITOR / STORAGE	170 S.F.	
03	CLASSROOM	956 S.F.	
04	CLASSROOM	955 S.F.	
05	CLASSROOM	956 S.F.	

3207 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



100 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 366. 4040
Fax 415. 366. 4103
www. gelfand-partners.com

06 OF 09

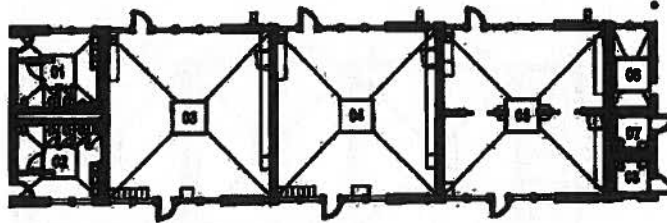
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D-WEST" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3597 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	BOY'S TOILET	260 S.F.	
02	GIRL'S TOILET	224 S.F.	
03	CLASSROOM	956 S.F.	
04	CLASSROOM	955 S.F.	
05	RESOURCE CLASSROOM	960 S.F.	
06	STORAGE	123 S.F.	
07	MEN'S TOILET	59 S.F.	
08	WOMEN'S TOILET	60 S.F.	

3597 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415.348.4840
Fax 415.348.4103
www.gelfand-partners.com

07 OF 09

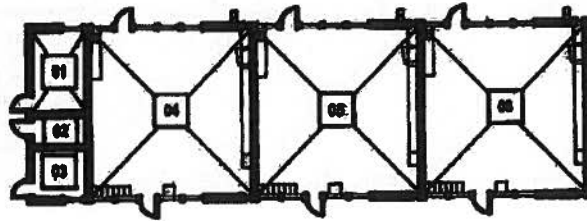
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "E-EAST"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3199 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	JANITOR / STORAGE	168 S.F.	
02	STORAGE	66 S.F.	
03	STORAGE	103 S.F.	
04	CLASSROOM	954 S.F.	
05	CLASSROOM	954 S.F.	
06	CLASSROOM	954 S.F.	

3199 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS



165 Hyde Street, Suite 100
San Francisco, CA 94103
Tel. 415. 345 4900
Fax 415. 345 4103
www.gelfand-partners.com

08 OF 09

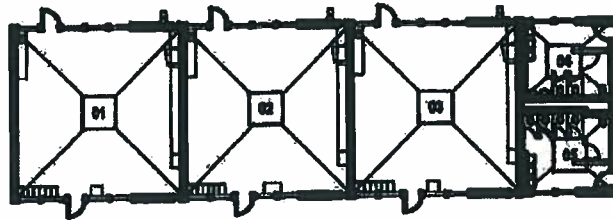
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "E-WEST" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3351 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	954 S.F.	
02	CLASSROOM	954 S.F.	
03	CLASSROOM	954 S.F.	
04	BOY'S TOILET	261 S.F.	
05	GIRL'S TOILET	228 S.F.	

3351 S.F.

SCHOOL: LOYOLA ELEMENTARY
ADDRESS: 770 BERRY AVENUE
LOS ALTOS, CA 94024

Gelfand Partners
ARCHITECTS

100 Tenth Street, Suite 100
San Francisco, CA 94105
Tel. 415. 346 4040
Fax 415 346 4100
www.gelfand-partners.com

09 OF 09

GP #0201

02/24/12

Attachment G

2013-2014
CHECKLIST FOR SPACE AND SIZE INVENTORY FOR LOYOLA SCHOOL

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - Eyring Declaration, Exhibit 7 (2 photos) -School Site Plan -County Assessor Map	Yes	435,600 10 acres	SF/ADA 783.45 Total ADA: 556
TEACHING SPACE				
Kindergarten	- Architectural Drawings/Calculations -School Site Plan	Yes	3039 (incl toilets) - B	K: 61 ADA; 3 classes; 20.33 ADA per class 3039/2 = 1519.5 SF per classroom 1519.5 SF/20.33 ADA = 74.73 SF/ADA per class.

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Grades 1-6	- Architectural Drawings/Calculations -School Site Plan	Yes	1 st : 1x955 1x956 1x964 1x 965 2 nd : 4x960 3 rd 1x958 1x964 1x967 4 th : 2x956 1x955 5 th : 3x954 6 th : 3x954 <u>2,862</u> Total: 19,160	SF/ADA: 39.51

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
SPECIALIZED TEACHING SPACE				
Flex Room A B	- Architectural Drawings/Calculations -School Site Plan	Yes	(see Art/Music & Science)	
Computer Lab	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF	SF/ADA: 1.73
Small Group Space	- Architectural Drawings/Calculations -School Site Plan	Yes	170 SF – D – F 264 SF – C – E 264 SF – C – G 698 SF	SF/ADA: 1.26
RSP	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF – D – W	SF/ADA: 1.73
Science	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF (J) (Flex)	SF/ADA: 1.73
Art/Music	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF (Flex)	SF/ADA: 1.73

PLAY/PHYSICAL EDUCATION				
Gym	- Architectural Drawings/Calculations -School Site Plan	None	None	Gymnasium only available at Junior High School campuses.
Turf	- Architectural Drawings/Calculations -School Site Plan	Yes	93,482 SF	SF/ADA: 188.85 495 ADA
Kindergarten Play	- Architectural Drawings/Calculations -School Site Plan	Yes	9,490 SF	SF/ADA: 155.57 K: 61
Blacktop	- Architectural Drawings/Calculations -School Site Plan	Yes	68,190 SF	SF/ADA: 137.76 495 ADA
Track	- Architectural Drawings/Calculations -School Site Plan	None	None	Track only available on Junior High School campuses.
Other Outdoor Space	- Architectural Drawings/Calculations -School Site Plan	Yes	163,275 SF	SF/ADA: 293.66
Parking Lot	Architectural Drawings/Calculations	Yes	47,706 SF	SF/ADA: 85.81
Outdoor Stage	- Architectural Drawings/Calculations -School Site Plan	Yes	588 SF	SF/ADA: 1.06

ADMINISTRATIVE				
Office	- Architectural Drawings/Calculations -School Site Plan	Yes	2,259 SF, incl Elec Rm & toilets (Nos. 1-8 on School site plan)	SF/ADA: 4.06
Teacher Workroom	- Architectural Drawings/Calculations -School Site Plan	Yes	754 SF - A	SF/ADA: 1.36
Teacher lounge	- Architectural Drawings/Calculations -School Site Plan	Yes	960 SF	SF/ADA: 1.73
Custodial	- Architectural Drawings/Calculations -School Site Plan	Yes	170 SF - D - G 168 SF - G - E 338 SF Total	SFADA: .61
Storage	- Architectural Drawings/Calculations -School Site Plan	Yes	126 - C/W 121 - D/W 66 - E/E 103 - E/E Total: 416	SF/ADA: .75
Servery	- Architectural Drawings/Calculations -School Site Plan	Yes	339 SF - C - W	SF/ADA: .61
Child Care	- Architectural Drawings/Calculations -School Site Plan	Yes	10,500 SF (ground space)	SF/ADA 18.88 District does not provide buildings Grounds leased to private third party. Lessee responsible for providing and maintaining building. Users must pay fee.
PTA	- Architectural Drawings/Calculations -School Site Plan	Yes	173 SF - C/W	SF/ADA: .31

Library	- Architectural Drawings/Calculations -School Site Plan	Yes	1920 SF	SF/ADA: 3.45
OTHER SPACES				
Multi Purpose Room	- Architectural Drawings/Calculations -School Site Plan	Yes	4,255 SF	SF/ADA: 7.65
Health	- Architectural Drawings/Calculations -School Site Plan	Yes	Included in other space	(In Administrative Office)
Speech	- Architectural Drawings/Calculations -School Site Plan	Yes	480 SF	SF/ADA: 0.86
ELL	- Architectural Drawings/Calculations -School Site Plan	Yes	480 SF	SF/ADA: 0.86
Restrooms, Student	- Architectural Drawings/Calculations -School Site Plan	Yes	973 SF	SF/ADA: 1.75
Restrooms, Adult	- Architectural Drawings/Calculations -School Site Plan	Yes	126 – A 121 – C/W 119 – D/W Total: 366	SF/ADA: .66
SDC – district	- Architectural Drawings/Calculations -School Site Plan	Yes	959 – C/W 960 – portable Total: 1919	SF/ADA: 191.90 Note: BCS has no SDC Students SDC: 10

SANTA RITA

Santa Rita Campus Map 2012-2013

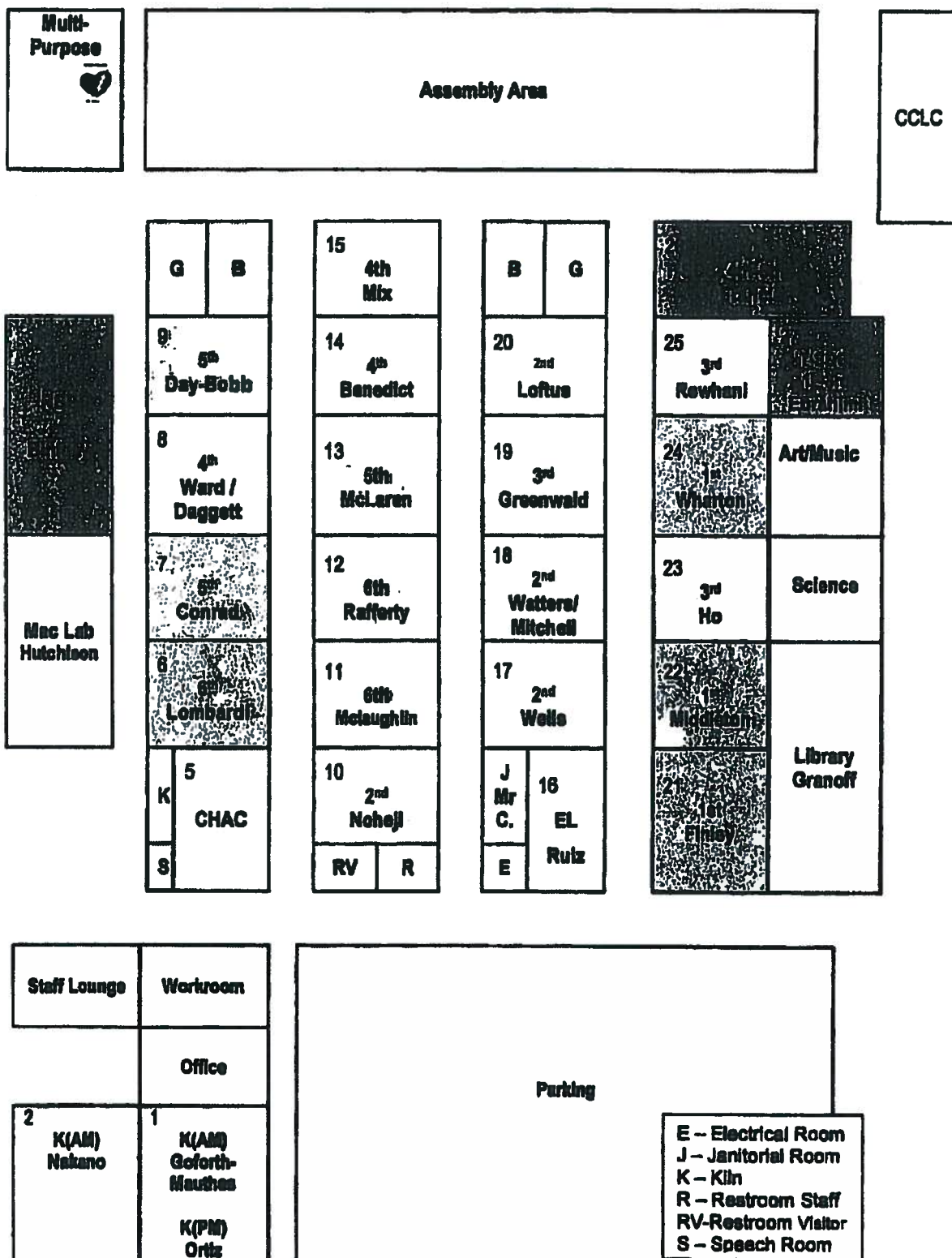
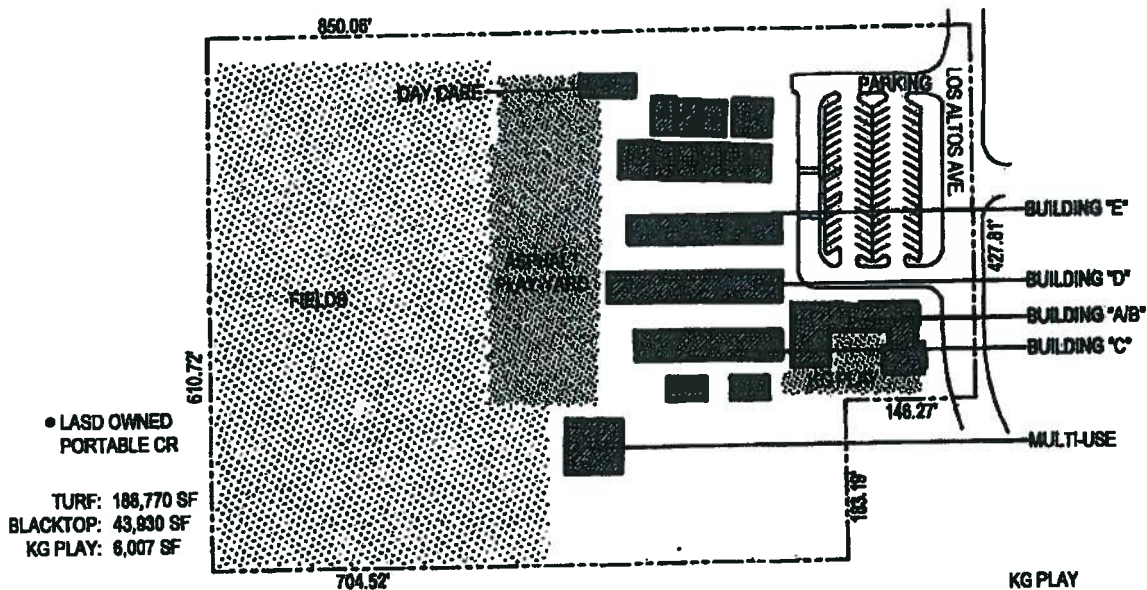


DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



SITE PLAN

SCALE: 1" = 200'-0"
SITE AREA: 11.3 ACRES
[KEYED TO BUILDING PLANS]

SCHOOL: **SANTA RITA ELEMENTARY**
ADDRESS: **700 LOS ALTOS AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



185 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348. 4040
Fax 415 348 4100
www.gelfand-partners.com

01 OF 06

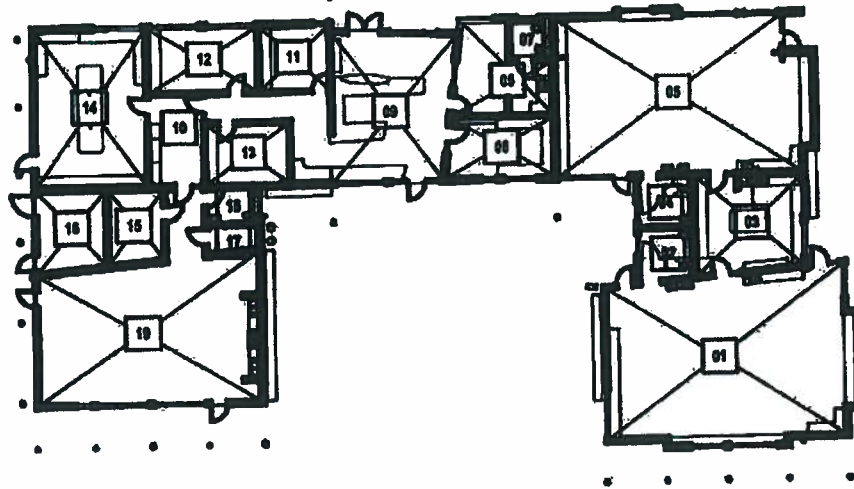
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "A + B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6,904 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	KINDERGARTEN	1400 S.F.	12	CONFERENCE	255 S.F.	
02	K-TOILET	105 S.F.	13	FILES	180 S.F.	
03	WORKROOM	335 S.F.	14	TEACHER WORK	605 S.F.	
04	K-TOILET	100 S.F.	15	MPOE	140 S.F.	
05	KINDERGARTEN	1395 S.F.	16	MAIN ELECT	195 S.F.	
06	HEALTH	250 S.F.	17	CLOSET	50 S.F.	
07	HEALTH TOILET	70 S.F.	18	TOILET	75 S.F.	
08	PRINCIPAL	230 S.F.	19	TEACHER DVLPT CR	1155 S.F.	
09	RECEPTION	823 S.F.				
10	HALL	170 S.F.				
11	WORKROOM	165 S.F.				

6,904 S.F.

SCHOOL: **SANTA RITA ELEMENTARY**
ADDRESS: **700 LOS ALTOS AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 345 4040
Fax 415 345 4103
www.gelfandpartners.com

02 OF 06

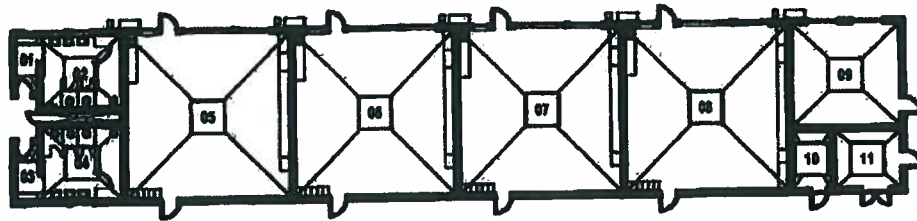
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "C"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4855 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	VESTIBULE	45 S.F.	
02	BOY'S TOILET	195 S.F.	
03	VESTIBULE	45 S.F.	
04	GIRL'S TOILET	195 S.F.	
05	CLASSROOM	938 S.F.	
06	CLASSROOM	938 S.F.	
07	CLASSROOM	938 S.F.	
08	CLASSROOM	938 S.F.	
09	SMALL GROUP	398 S.F.	
10	STORAGE	87 S.F.	
11	MPOE	138 S.F.	

4855 S.F.

SCHOOL: SANTA RITA ELEMENTARY
ADDRESS: 700 LOS ALTOS AVENUE
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415. 245 4040
Fax 415. 245 4103
www.gelfand-partners.com

03 OF 06

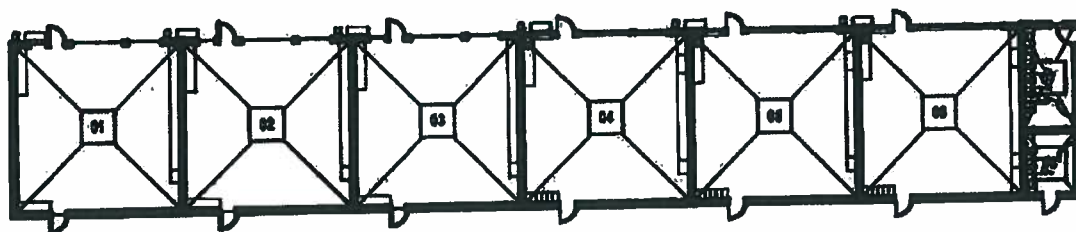
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5690 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	900 S.F.	
02	CLASSROOM	900 S.F.	
03	CLASSROOM	900 S.F.	
04	CLASSROOM	900 S.F.	
05	CLASSROOM	900 S.F.	
06	CLASSROOM	900 S.F.	
07	WOMEN'S TOILET	180 S.F.	
08	MEN'S TOILET	110 S.F.	

5690 S.F.

SCHOOL: SANTA RITA ELEMENTARY
ADDRESS: 700 LOS ALTOS AVENUE
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 342 4040
Fax 415 342 4100
www.gelfand-partners.com

04 OF 06

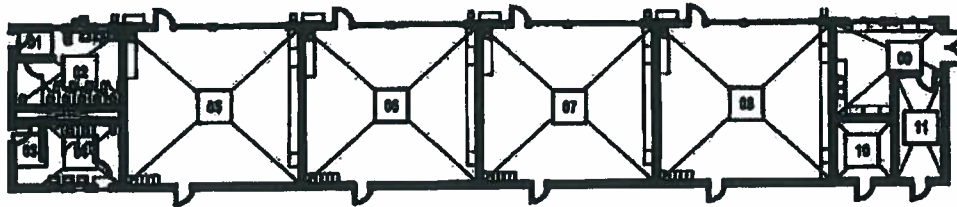
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "E"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4661 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	VESTIBULE	45 S.F.	
02	GIRL'S TOILET	220 S.F.	
03	VESTIBULE	60 S.F.	
04	BOY'S TOILET	160 S.F.	
05	CLASSROOM	910 S.F.	
06	CLASSROOM	910 S.F.	
07	CLASSROOM	910 S.F.	
08	CLASSROOM	910 S.F.	
09	SERVERY	260 S.F.	
10	JANITOR	115 S.F.	
11	PTA.	161 S.F.	

4661 S.F.

SCHOOL: SANTA RITA ELEMENTARY
ADDRESS: 700 LOS ALTOS AVENUE
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



100 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 345. 4540
Fax 415 348 4103
www.gelfand-partners.com

05 OF 06

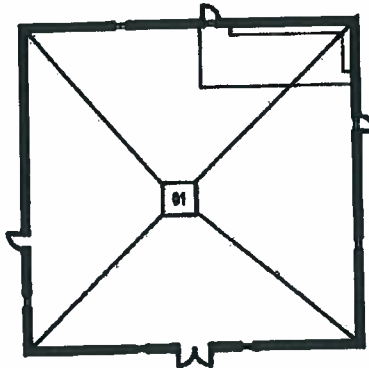
GP #0201

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "MULTI-USE" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3468 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	MULTI-USE	3468 S.F.	

3468 S.F.

SCHOOL: SANTA RITA ELEMENTARY
ADDRESS: 700 LOS ALTOS AVENUE
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS

105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 342 4300
Fax 415. 342 4103
www.gelfandpartners.com

06 OF 06

GP #0201

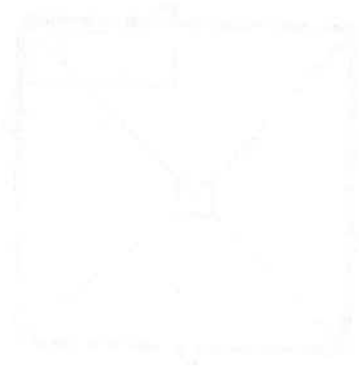
02/24/12

Attachment G

10/10/11
10/10/11
10/10/11

10/10/11 10/10/11 10/10/11

10/10/11 10/10/11



10/10/11 10/10/11

10/10/11 10/10/11

10/10/11

10/10/11

10/10/11

10/10/11

10/10/11 10/10/11 10/10/11 10/10/11 10/10/11

10/10/11

10/10/11

10/10/11

10/10/11 10/10/11 10/10/11 10/10/11 10/10/11

10/10/11 10/10/11

10/10/11 10/10/11

10/10/11 10/10/11

2013-2014
CHECKLIST FOR SPACE AND SIZE INVENTORY FOR SANTA RITA SCHOOL

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decl. Exhs] - Architectural Drawings/Calculations - Eyring Declaration, Exhibit 10 (photo) - School Site Plans --County Assessor Map	Yes	493,099 11.32 acres	SF/ADA: 874.29 Total ADA: 564
Other Outdoor Space	Architectural Drawings/Calculations	Yes	136,534 SF	SF/ADA: 242.08 Space includes outdoor stage. Separate measurement will be made and provided.
Parking Lot	Architectural Drawings/Calculations	Yes	38,006 SF	SF/ADA: 67.39
TEACHING SPACE				
Kindergarten	- Architectural Drawings/Calculations - School Site Plans	Yes	3,335 SF, incl toilets & work room (A/B)	K ADA: 74; 3 classes; 24.67 ADA/class 3,335 SF/2= 1,667.50 SF per classroom 1,667.50 SF/24.67 ADA = 67.59 SF/ADA per class

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Grades 1-6	- Architectural Drawings/Calculations - School Site Plans	Yes	1 st : 3x960 2,880 2 nd : 1x960 1x910 1x900 2,770 3 rd : 1x960 3x910 3,690 4 th : 1x900 2x938 2,776 5 th : 1x900 2x938 2,776 6 th : 3x900 2,700 Total: 17,592	SF/ADA: 36.57
SPECIALIZED TEACHING SPACE				
Flex Room	- Architectural Drawings/Calculations - School Site Plans	Yes		No separate Flex room, used for Art/Music and Science
Computer Lab	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.70 SF/ADA
Small Group Space	- Architectural Drawings/Calculations - School Site Plans	Yes	398 SF – C (1.25)	SF/ADA: .71
RSP	- Architectural Drawings/Calculations - School Site Plans	Yes	960 (RSP)	SF/ADA: 1.70 SF/
Science	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.70

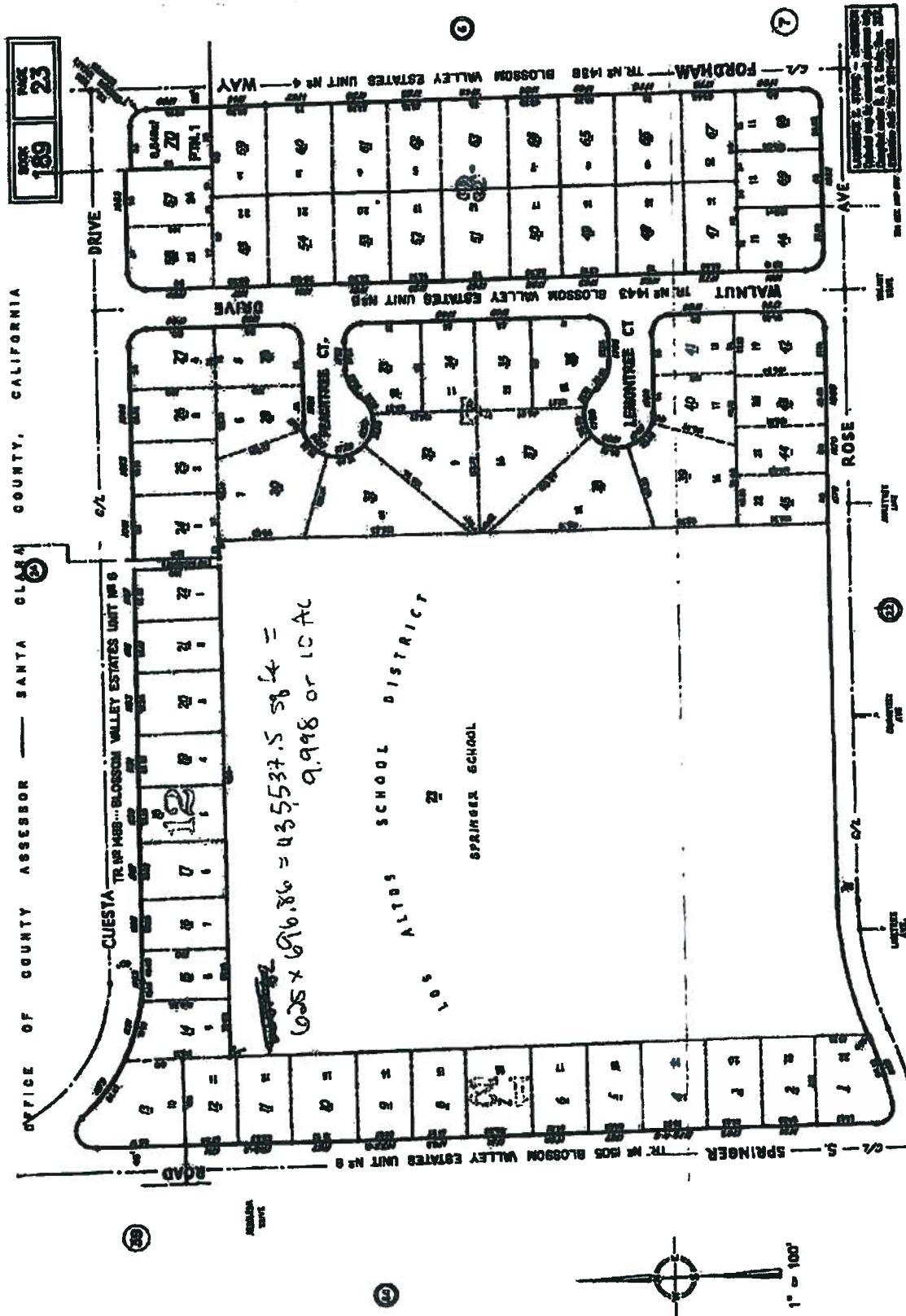
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Art/Music	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.70
PLAY/PHYSICAL EDUCATION				
Gym	- Architectural Drawings/Calculations - School Site Plans	None		Gymnasium only available at Junior High School campuses.
Turf	- Architectural Drawings/Calculations - School Site Plans	Yes	210,668 SF	SF/ADA: 429.93 490 ADA
Kindergarten Play	- Architectural Drawings/Calculations - School Site Plans	Yes	6,211 SF	SF/ADA: 83.93 K: 74
Blacktop (note all areas)	- Architectural Drawings/Calculations - School Site Plans	Yes Included in site area	58,298 SF	SF/ADA: 118.98 490 ADA
Track	- Architectural Drawings/Calculations - School Site Plans	None		Track only available on Junior High School campuses.

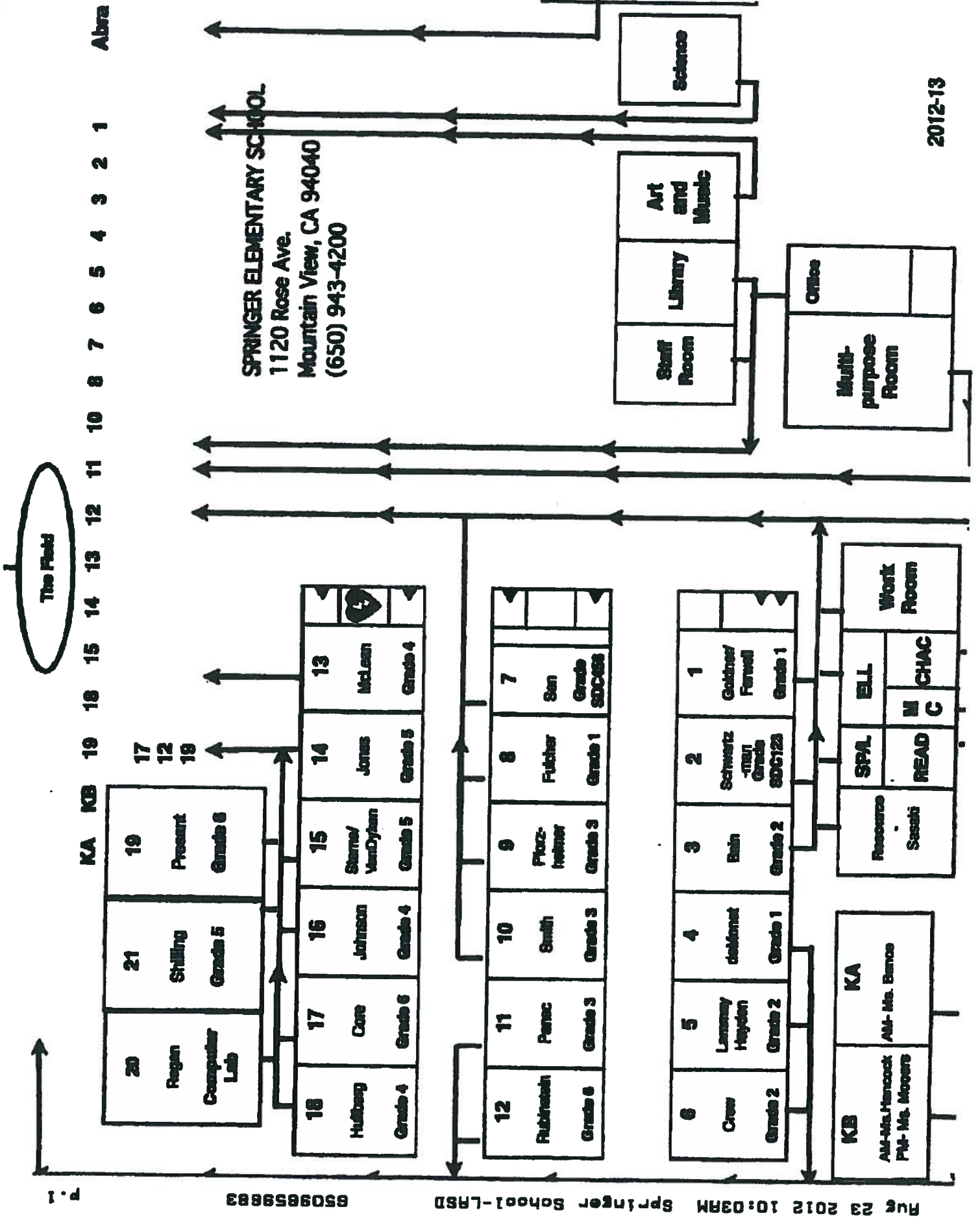
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
ADMINISTRATIVE				
Office <ul style="list-style-type: none"> Principal Reception Other <ul style="list-style-type: none"> Psychologist Corridor Conference Files 	- Architectural Drawings/Calculations - School Site Plans	Yes	2,283 SF, incl. MPOE & Health (A/B)	SF/ADA: 4.05
Teacher WorkRoom	- Architectural Drawings/Calculations - School Site Plans	Yes	605 SF	SF/ADA: 1.07
Teacher lounge	- Architectural Drawings/Calculations - School Site Plans	Yes	1,280 SF (incl. toilet & closet)	SF/ADA: 2.27
Custodial	- Architectural Drawings/Calculations - School Site Plans	Yes	115 SF	SF/ADA: .20
Storage	- Architectural Drawings/Calculations - School Site Plans	Yes	87 SF	SF/ADA: .15
Servery	- Architectural Drawings/Calculations - School Site Plans	Yes	None.	

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Child Care	- Architectural Drawings/Calculations - School Site Plans	Yes	3,652 SF (ground space)	SF/ADA: 6.48 District does not provide buildings Grounds leased to private third party. Lessee responsible for providing and maintaining building. Users must pay fee.
PTA	- Architectural Drawings/Calculations - School Site Plans	No	None	
Library	- Architectural Drawings/Calculations - School Site Plans	Yes	1,920 SF	SF/ADA: 3.40
OTHER SPACE				
Multi-Purpose Room	- Architectural Drawings/Calculations - School Site Plans	Yes	3,468 SF	SF/ADA: 6.15
ELL	- Architectural Drawings/Calculations - School Site Plans	Yes	260 SF (E)	SF/ADA: .46
Speech	- Architectural Drawings/Calculations - School Site Plans	Yes	398 SF	SF/ADA: .71

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Restrooms, Student	- Architectural Drawings/Calculations - School Site Plans	Yes	480 – C 485 – E Total: 965	SF/ADA: 1.71
Restrooms, Adult	- Architectural Drawings/Calculations - School Site Plans	Yes	290 SF	SFADA: .51
Electrical Room	- Architectural Drawings/Calculations - School Site Plans	Yes	195 – A/B 161 – E Total: 356	SF/ADA: .63
MPOE	- Architectural Drawings/Calculations - School Site Plans	Yes	138 – C	SF/ADA: .24
SDC – District	- Architectural Drawings/Calculations - School Site Plans	Yes	960 1,440 Total: 2,400	SF/ADA: 266.67 SDC ADA: 9 Based on SDC ADA

SPRINGER



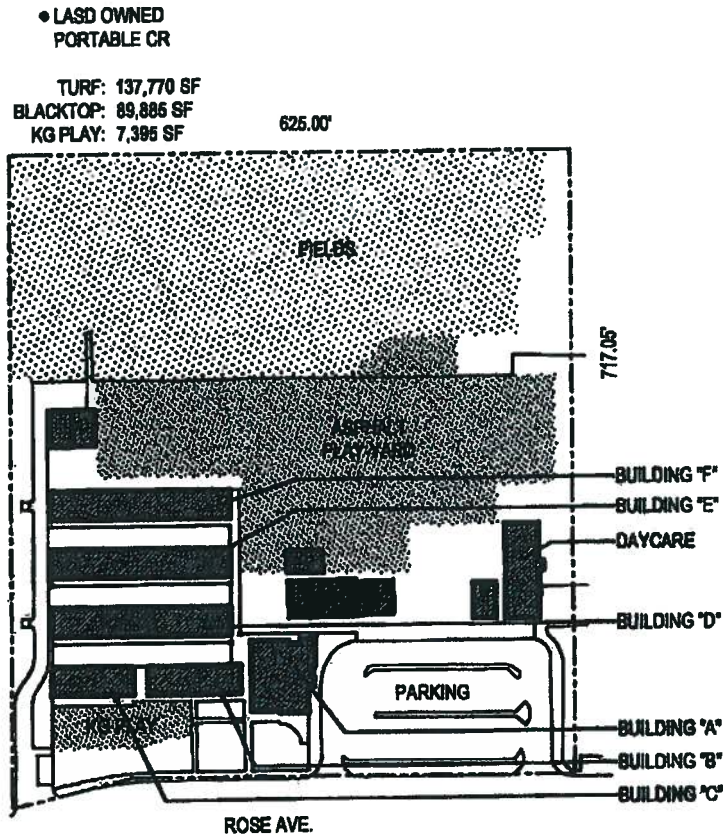


2012-13

DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



SITE PLAN

SCALE: 1" = 200'-0"

SITE AREA: 10.29 ACRES

[KEYED TO BUILDING PLANS]

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: **1120 ROSE AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415.340.4040
Fax 415.399.4100
www.gelfandpartners.com

01 OF 07

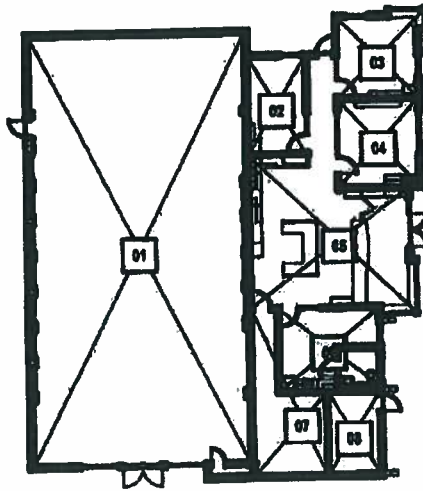
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "A"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5255 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	MULTI-PURPOSE	3117 S.F.	
02	OFFICE	193 S.F.	
03	OFFICE	219 S.F.	
04	OFFICE	240 S.F.	
05	RECEPTION & CORRIDOR	805 S.F.	
06	HEALTH	277 S.F.	
07	OFFICE	256 S.F.	
08	ELECTRICAL	148 S.F.	

5255 S.F.

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: **1120 ROSE AVENUE**
MOUNTAIN VIEW, CA 94040

Gelfand Partners
ARCHITECTS

1601 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415.348.4040
Fax 415.348.4100
www.gelfand-partners.com

02 OF 07

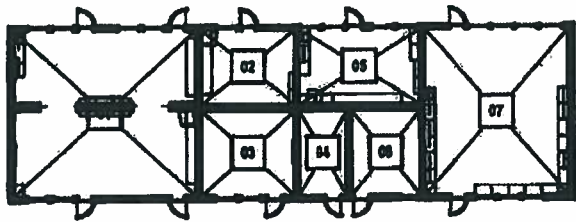
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3192 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	RESOURCE SPECIALIST CLASSROOM	1064 S.F.	
02	SPEECH & LANGUAGE	262 S.F.	
03	SMALL GROUP	297 S.F.	
04	BOOK STORAGE	162 S.F.	
05	ESL CLASSROOM	340 S.F.	
06	SMALL GROUP	225 S.F.	
07	STAFF WORK ROOM	842 S.F.	

3192 S.F.

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: 1120 ROSE AVENUE
MOUNTAIN VIEW, CA 94040

Gelfand Partners
ARCHITECTS



100 Yacht Club, Suite 100
San Francisco, CA 94103
Tel: 415.345.4040
Fax: 415.345.4103
www.gelfand-partners.com

03 OF 07

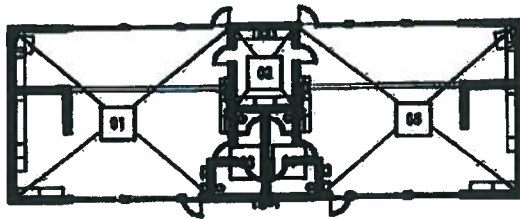
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "C"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2841 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	KINDERGARTEN 'B'	1214 S.F.	
02	WORK ROOM	175 S.F.	
03	KG TOILET	119 S.F.	
04	KG TOILET	119 S.F.	
05	KINDERGARTEN 'A'	1214 S.F.	

2841 S.F.

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: **1120 ROSE AVENUE**
MOUNTAIN VIEW, CA 94040

Gelfand Partners
ARCHITECTS



165 Yerkes Street, Suite 100
San Francisco, CA 94103
Tel. 415. 340 4040
Fax. 415. 340 4103
www.gelfand-partners.com

04 OF 07

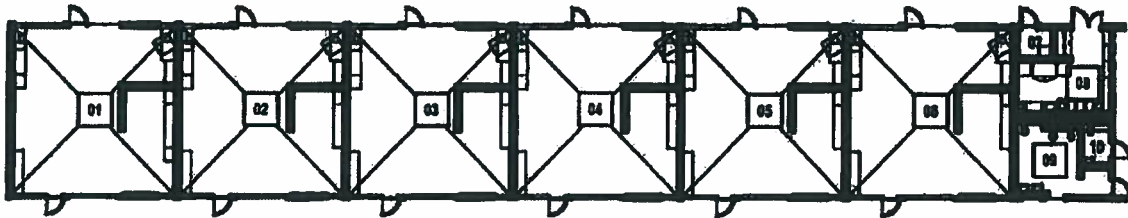
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6354 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	969 S.F.	
02	CLASSROOM	960 S.F.	
03	CLASSROOM	960 S.F.	
04	CLASSROOM	960 S.F.	
05	CLASSROOM	960 S.F.	
06	CLASSROOM	964 S.F.	
07	STORAGE	44 S.F.	
08	SERVERY	267 S.F.	
09	WOMEN'S TOILET	216 S.F.	
10	MEN'S TOILET	54 S.F.	

6354 S.F.

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: **1120 ROSE AVENUE**
MOUNTAIN VIEW, CA 94040

Gelfand Partners
ARCHITECTS

165 Yerli Street, Suite 100
San Francisco, CA 94103
Tel 415. 345. 4840
Fax 415. 345. 4100
www.gelfand-partners.com

05 OF 07

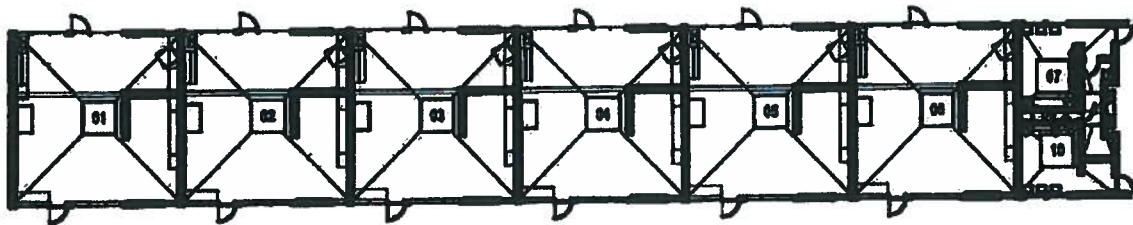
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "E"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6031 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	906 S.F.	
02	CLASSROOM	906 S.F.	
03	CLASSROOM	906 S.F.	
04	CLASSROOM	906 S.F.	
05	CLASSROOM	906 S.F.	
06	CLASSROOM	906 S.F.	
07	BOY'S TOILET	231 S.F.	
08	PIPE SPACE	22 S.F.	
09	JANITOR	132 S.F.	
10	GIRL'S TOILET	210 S.F.	

6031 S.F.

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: **1120 ROSE AVENUE**
MOUNTAIN VIEW, CA 94040

Gelfand Partners ARCHITECTS



905 Park Street, Suite 300
San Francisco, CA 94103
Tel. 415. 245 4040
Fax 415 245 4100
www.gelfand-partners.com

06 OF 07

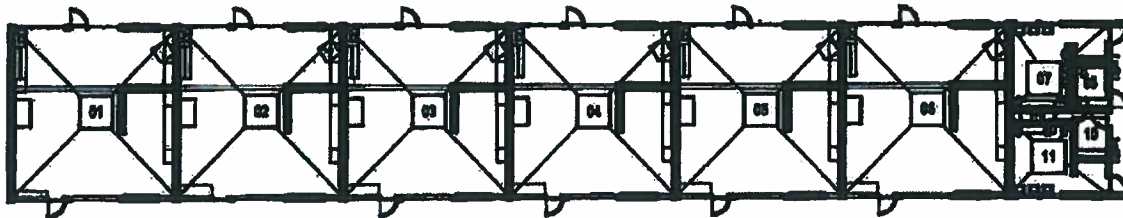
GP #0102

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "F"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5930 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	906 S.F.	
02	CLASSROOM	906 S.F.	
03	CLASSROOM	906 S.F.	
04	CLASSROOM	906 S.F.	
05	CLASSROOM	906 S.F.	
06	CLASSROOM	906 S.F.	
07	BOY'S TOILET	195 S.F.	
08	MEN'S TOILET	47 S.F.	
09	PIPE SPACE	22 S.F.	
10	STORAGE	52 S.F.	
11	GIRL'S TOILET	178 S.F.	

5930 S.F.

SCHOOL: **SPRINGER ELEMENTARY**
ADDRESS: **1120 ROSE AVENUE**
MOUNTAIN VIEW, CA 94040

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415. 348 4040
Fax 415. 348 4103
www.gelfand-partners.com

07 OF 07

GP #0102

02/24/12

2013-2014
CHECKLIST FOR SPACE AND SIZE INVENTORY FOR SPRINGER SCHOOL

Attachment G

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - Eyring Declaration, Exhibit 6 (photo) - School Site Plans -County Assessor Map	Yes	435,600 SF 10 acres	SF/ADA: 840.93 Total ADA: 518
Kindergarten	- Architectural Drawings/Calculations - School Site Plans	Yes	2,841, incl toilets & workshop	K ADA: 63; 3 classes; 21.0 ADA/class 2,841 SF/2= 1,420.50 SF per classroom 1,420.50 SF/21.0= 67.65 SF/ADA per class
Grades 1-6	- Architectural Drawings/Calculations - School Site Plans	Yes	1 st : 1x964 1x906 1x960 2 nd : 1x969 2x960 3 rd : 1x960 2x906 4 th : 3x906 5 th : 2x906 1x960 6 th : 3x906 16,709 Total	SFADA: 37.89

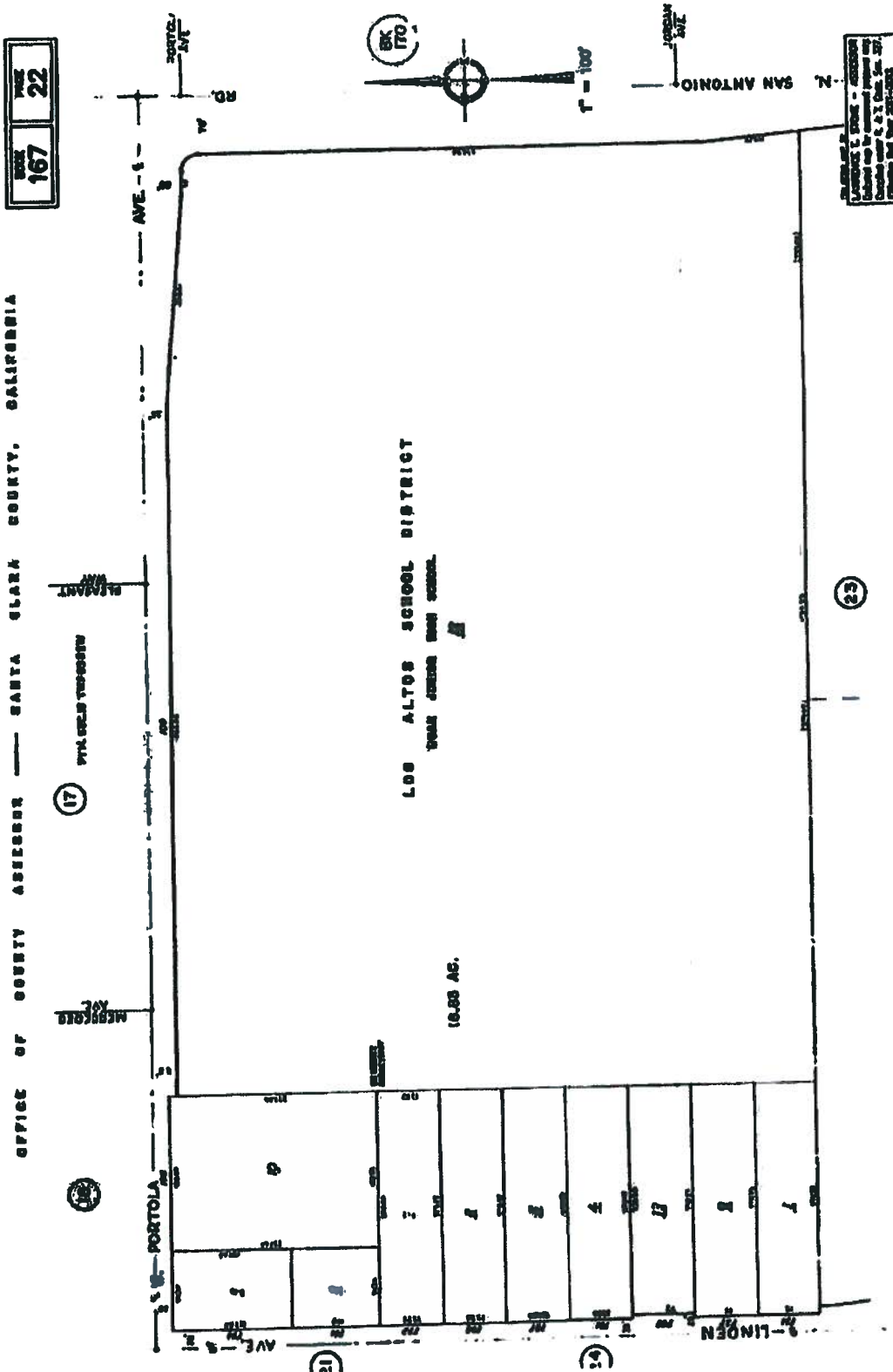
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
SPECIALIZED TEACHING SPACE				
Flex Room	- Architectural Drawings/Calculations - School Site Plans	Yes	See Art & Music & Science Room	
Computer Lab	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.85
Small Group Space	- Architectural Drawings/Calculations - School Site Plans	Yes	225 SF (B) 297 SF (B) 522 SF Total	SF/ADA: 1.01
RSP	- Architectural Drawings/Calculations - School Site Plans	Yes	1,064 SF (B)	SF/ADA: 2.05
Science	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.85
Art/Music	- Architectural Drawings/Calculations - School Site Plans		1,440 SF - portable	SF/ADA: 2.78
PLAY/PHYSICAL EDUCATION				
Gym	- Architectural Drawings/Calculations - School Site Plans	None		Gymnasium only available at Junior High School campuses.
Turf	- Architectural Drawings/Calculations - School Site Plans	Yes	137,770 SF	SF/ADA: 302.79 455 ADA

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Kindergarten Play	- Architectural Drawings/Calculations - School Site Plans	Yes	7,395 SF	SF/ADA: 117.38 K: 63
Blacktop (note all areas)	- Architectural Drawings/Calculations - School Site Plans	Yes Included in site area	83,330 SF	SF/ADA: 183.14 455 ADA
Track	- Architectural Drawings/Calculations - School Site Plans	None	None	Track only available on Junior High School campuses.
Other Outdoor Space	- Architectural Drawings/Calculations - School Site Plans	Yes	123,290 SF	SF/ADA: 238.01
Parking Lot	- Architectural Drawings/Calculations	Yes	39,770 SF	SF/ADA: 76.78
Outdoor Stage	None	None	None	None
ADMINISTRATIVE				
Office	- Architectural Drawings/Calculations - School Site Plans	Yes	2,138 SF incl. Health & Elec Room	SF/ADA: 4.13
Teacher Workroom	- Architectural Drawings/Calculations - School Site Plans	Yes	842 SF (B)	SF/ADA: 1.63
Teacher lounge	- Architectural Drawings/Calculations - School Site Plans	Yes	960 SF	SF/ADA: 1.85

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Custodial	- Architectural Drawings/Calculations - School Site Plans	Yes	132 SF (E) 162 – B Total: 294	SF/ADA: .57
Storage	- Architectural Drawings/Calculations - School Site Plans	Yes	44 SF (D) 52 SF (F) 96 SF Total	SF/ADA: 0.19
Servery	- Architectural Drawings/Calculations - School Site Plans	Yes	267 SF (D)	SFADA: .52
Child Care	- Architectural Drawings/Calculations - School Site Plans	Yes	6,272 SF (ground space)	SF/ADA: 12.11 District does not provide buildings Grounds leased to private third party. Lessee responsible for providing and maintaining building. Users must pay fee.
PTA	- Architectural Drawings/Calculations - School Site Plans	Yes	None	
Library	- Architectural Drawings/Calculations - School Site Plans	Yes	1,920 SF	SFADA: 3.71
OTHER SPACE				
Multi Purpose Room	- Architectural Drawings/Calculations - School Site Plans	Yes	3,117 SF (A)	SF/ADA: 6.02

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Health	- Architectural Drawings/Calculations - School Site Plans	Yes		(included in Admin)
Speech / Language	- Architectural Drawings/Calculations - School Site Plans	Yes	262 SF (B)	SF/ADA: .51
ELL	- Architectural Drawings/Calculations - School Site Plans	Yes	340 SF (B)	SF/ADA: .66
Restrooms, Student	- Architectural Drawings/Calculations - School Site Plans	Yes	441 – E 373 – F Total: 814	SF/ADA: 1.57
Restrooms, Adult	- Architectural Drawings/Calculations - School Site Plans	Yes	317 SF	SF/ADA: 0.61
SDC – district	- Architectural Drawings/Calculations - School Site Plans	Yes	906 – E 960 – portable Total: 1,866	SF/ADA: 133.29 BCS has no SDC Students SDC: 14
Pipe Space	- Architectural Drawings/Calculations - School Site Plans	Yes	22 – E 22 – F Total: 44	SF/ADA: 0.08

EGAN



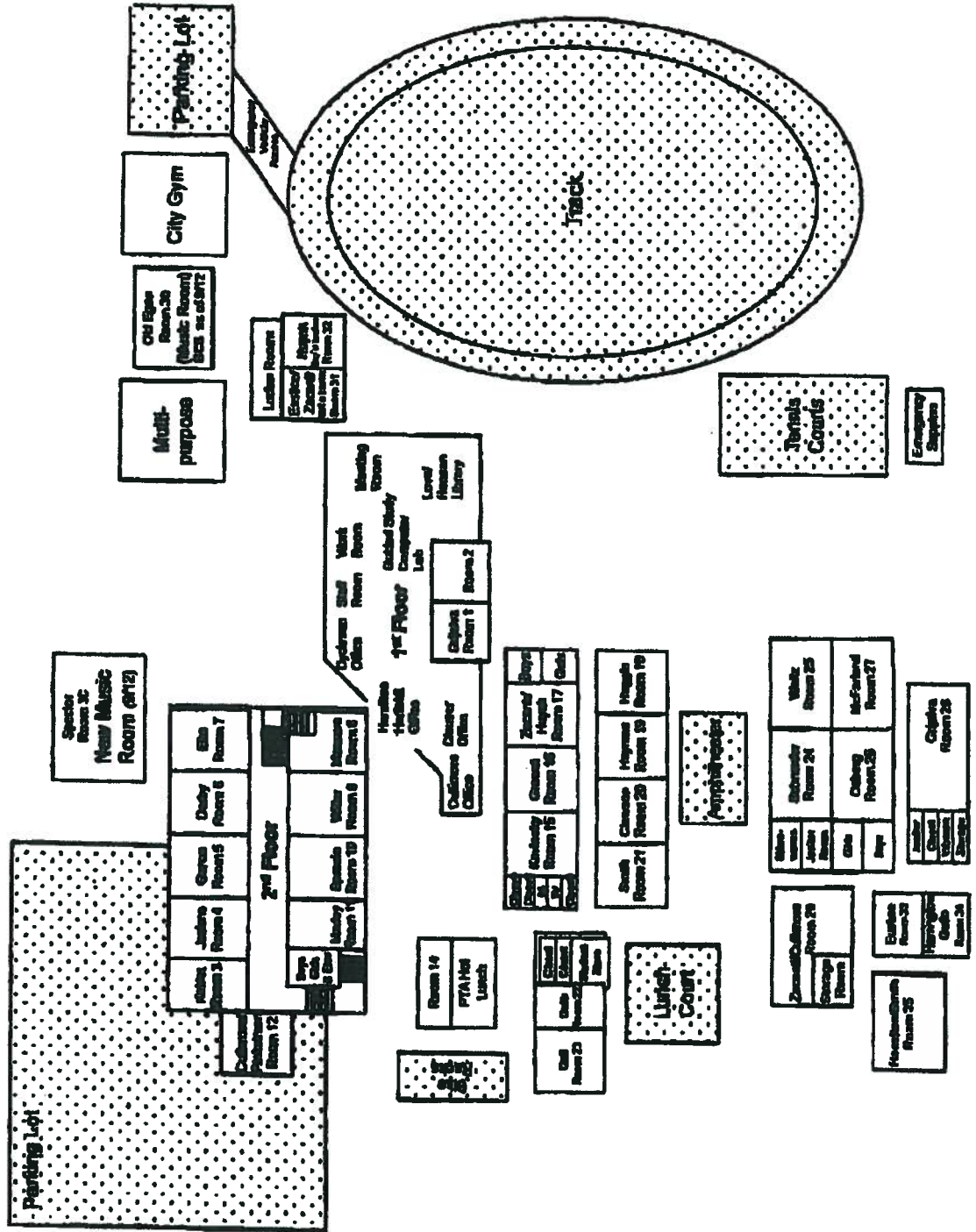
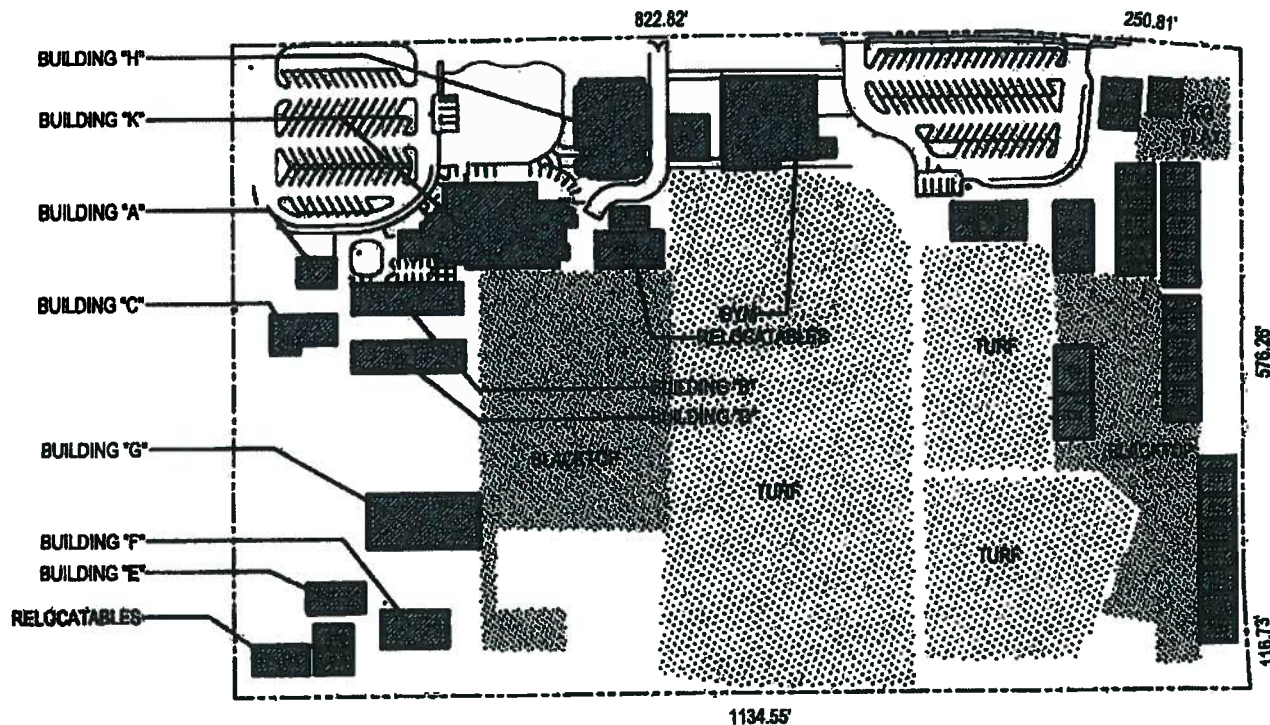


DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



TURF: 158,315 SF
BLACKTOP: 69,119 SF

• LASD OWNED
PORTABLE CR

TURF: 79,825 SF
BLACKTOP: 41,718 SF
KG PLAY: 7,749 SF



SITE PLAN

SCALE: 1" = 200'-0"

SITE AREA: 18.83 ACRES
[KEYED TO BUILDING PLANS]

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



183 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

01 OF 12

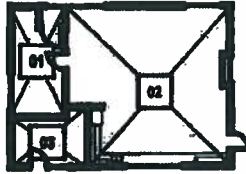
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "A"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1200 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	TEACHER'S WRKRM	207 S.F.	
02	MECHANICAL	855 S.F.	
03	CUSTODIAN	138 S.F.	

1200 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS
100 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415.348.4040
Fax 415.348.4103
www.gelfand-partners.com

02 OF 12

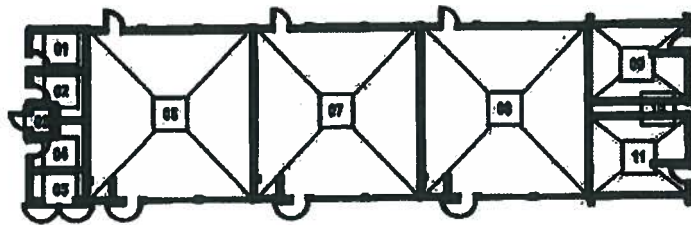
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3792 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	STORAGE	82 S.F.	
02	MEN'S TOILET	80 S.F.	
03	JANITOR	25 S.F.	
04	WOMEN'S TOILET	80 S.F.	
05	ELECTRICAL	62 S.F.	
06	CLASSROOM	960 S.F.	
07	CLASSROOM	960 S.F.	
08	CLASSROOM	962 S.F.	
09	BOY'S TOILET	262 S.F.	
10	PLUMBING CHASE	49 S.F.	
11	GIRL'S TOILET	270 S.F.	

3792 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

100 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415. 345. 4040
Fax 415. 345. 4100
www.gelfandpartners.com

03 OF 12

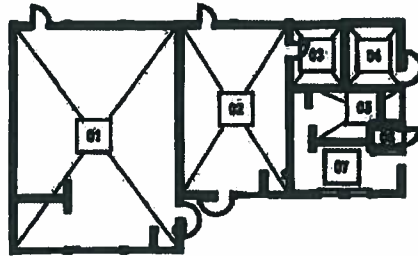
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "C"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2560 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	ART CLASSROOM	1271 S.F.	
02	RSP CLASSROOM	640 S.F.	
03	TEACHER'S WRKRM	123 S.F.	
04	PTA STORAGE	126 S.F.	
05	STORAGE	142 S.F.	
06	CLOSET	23 S.F.	
07	STUDENT STORE	235 S.F.	

2560 S.F.

SCHOOL: EGAN INTERMEDIATE
ADDRESS: 100 WEST PORTOLA AVENUE
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS
165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4040
Fax 415 348 4100
www.gelfand-partners.com

04 OF 12

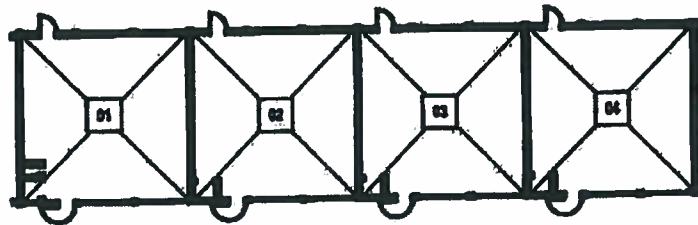
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3846 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	963 S.F.	
02	CLASSROOM	965 S.F.	
03	CLASSROOM	955 S.F.	
04	CLASSROOM	963 S.F.	

3846 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415.368.4040
Fax 415.368.4103
www.gelfand-partners.com

05 OF 12

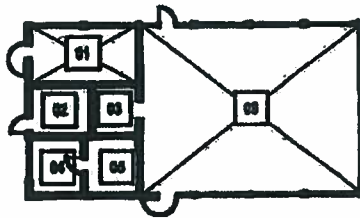
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "E"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1934 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	SMALL GROUP	227 S.F.	
02	STORAGE	110 S.F.	
03	STORAGE	81 S.F.	
04	STORAGE	115 S.F.	
05	CLOAK ANNEX	112 S.F.	
06	HOME ECONOMICS	1289 S.F.	

1934 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

100 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415.348.4040
Fax 415.348.4100
www.gelfand-partners.com

06 OF 12

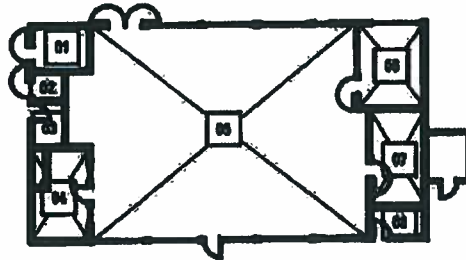
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "F"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2839 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	HEATER ROOM	91 S.F.	
02	JANITOR	34 S.F.	
03	GIRL'S TOILET	53 S.F.	
04	COMPUTER ROOM	188 S.F.	
05	WOOD SHOP	2031 S.F.	
06	PRODUCTION ROOM	196 S.F.	
07	TOOL STORAGE	185 S.F.	
08	BOY'S TOILET	61 S.F.	

2839 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

103 Teeth Street, Suite 100
San Francisco, CA 94103
Tel 415.345.4040
Fax 415.345.4103
www.gelfand-partners.com

07 OF 12

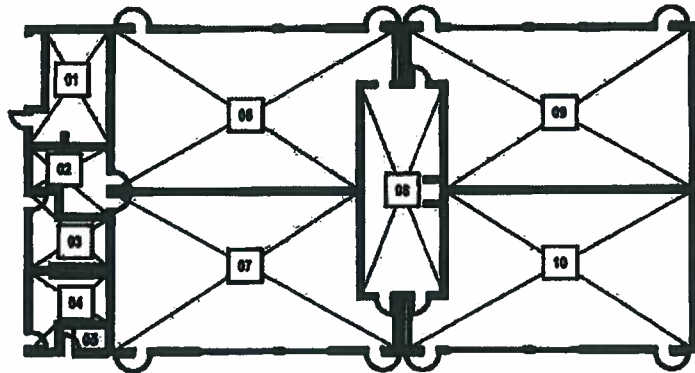
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "G"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7156 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	STORAGE	283 S.F.	
02	STORAGE	167 S.F.	
03	GIRL'S TOILET	175 S.F.	
04	BOY'S TOILET	180 S.F.	
05	JANITOR	48 S.F.	
06	SCI. CLASSROOM	1439 S.F.	
07	SCI. CLASSROOM	1414 S.F.	
08	PREP ROOM	585 S.F.	
09	SCI. CLASSROOM	1446 S.F.	
10	SCI. CLASSROOM	1419 S.F.	

7156 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



1500 Third Street, Suite 100
San Francisco, CA 94103
Tel 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

08 OF 12

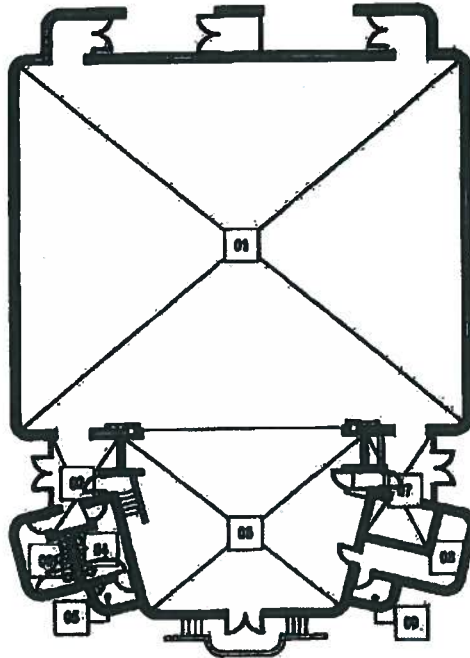
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "H"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2801 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	MULTI PURPOSE	604 S.F.	
02	VESTIBULE	159 S.F.	
03	WOMEN	107 S.F.	
04	MEN	104 S.F.	
05	JANITOR	38 S.F.	
06	STAGE	1373 S.F.	
07	VESTIBULE/ ATHL. STORAGE	224 S.F.	
08	STORAGE	154 S.F.	
09	ELECTRICAL	38 S.F.	

2801 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348. 4040
Fax 415. 348. 4100
www.gelfand-partners.com

9 OF 12

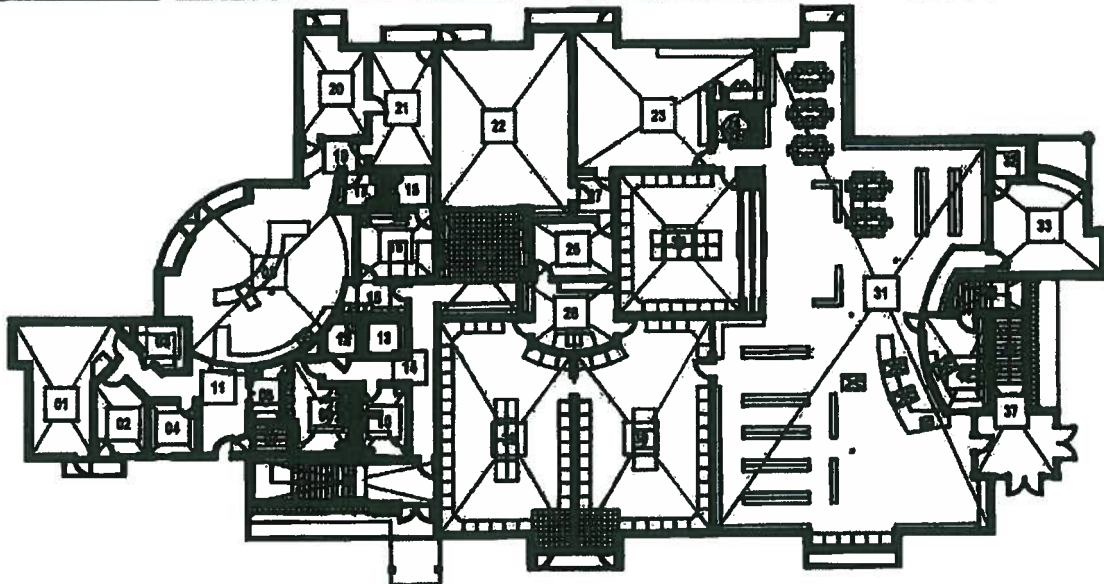
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "K LOWER"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 12,488 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	CONFERENCE	344 S.F.	20	PRINCIPAL	215 S.F.	
02	VICE PRINCIPAL	128 S.F.	21	CONFERENCE	263 S.F.	
03	STORAGE	69 S.F.	22	STAFF LOUNGE	752 S.F.	
04	COUNSELING	85 S.F.	23	STAFF WORKRM	674 S.F.	
05	LOBBY/RECEPTION	816 S.F.	24	TOILET	53 S.F.	
06	STORAGE	62 S.F.	25	STAFF KITCHENETTE	310 S.F.	
07	MACHINE ROOM	42 S.F.	26	INFO RETRIEVAL	158 S.F.	
08	WOMEN'S TOILET	162 S.F.	27	VESTIBULE	59 S.F.	
09	STAIRS	259 S.F.	28	OFFICE	200 S.F.	
10	MEN'S TOILET	114 S.F.	29	COMPUTER CTR.	942 S.F.	
11	VESTIBULE	233 S.F.	30	COMPUTER CTR.	939 S.F.	
12	JANITOR	39 S.F.	31	LIBRARY	3325 S.F.	
13	ELEVATOR	55 S.F.	32	CLOSET	52 S.F.	
14	VESTIBULE	225 S.F.	33	CONF./PROJECT RM.	324 S.F.	
15	VESTIBULE	75 S.F.	34	CLOSET	84 S.F.	
16	HEALTH ROOM	178 S.F.	35	STAIRS	80 S.F.	
17	TOILET	53 S.F.	36	LIBRARIAN	182 S.F.	
18	TOILET	60 S.F.	37	GLASS VESTIBULE	201 S.F.	
19	VESTIBULE	95 S.F.	38	WORD PROCESSING	581 S.F.	

12,488 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Fourth Street, Suite 100
San Francisco, CA 94103
Tel. 415 340 4040
Fax: 415 340 4100
www.gelfand-partners.com

10 OF 12

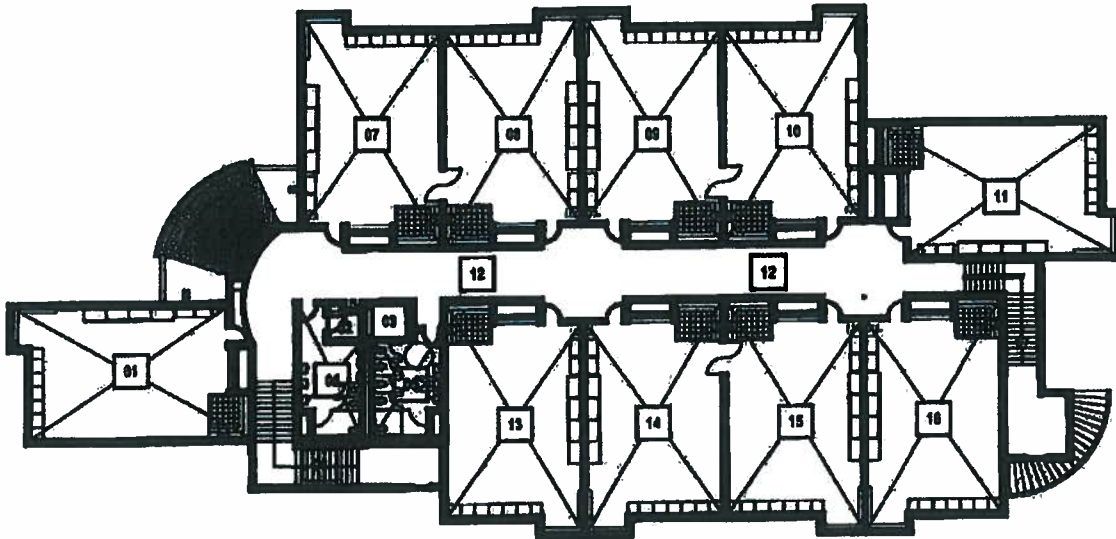
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "K 2"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 5930 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	915 S.F.	11	CLASSROOM	913 S.F.	
02	MECHANICAL	34 S.F.	12	CORRIDOR	1612 S.F.	
03	ELEVATOR	55 S.F.	13	CLASSROOM	925 S.F.	
04	BOY'S TOILET	216 S.F.	14	CLASSROOM	923 S.F.	
05	GIRL'S	213 S.F.	15	CLASSROOM	923 S.F.	
06	STAIRS	339 S.F.	16	CLASSROOM	925 S.F.	
07	CLASSROOM	928 S.F.	17	STAIRS	336 S.F.	
08	CLASSROOM	928 S.F.				
09	CLASSROOM	928 S.F.				
10	CLASSROOM	928 S.F.				

5930 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348. 4000
Fax 415. 348. 4103
www.gelfand-partners.com

11 OF 12

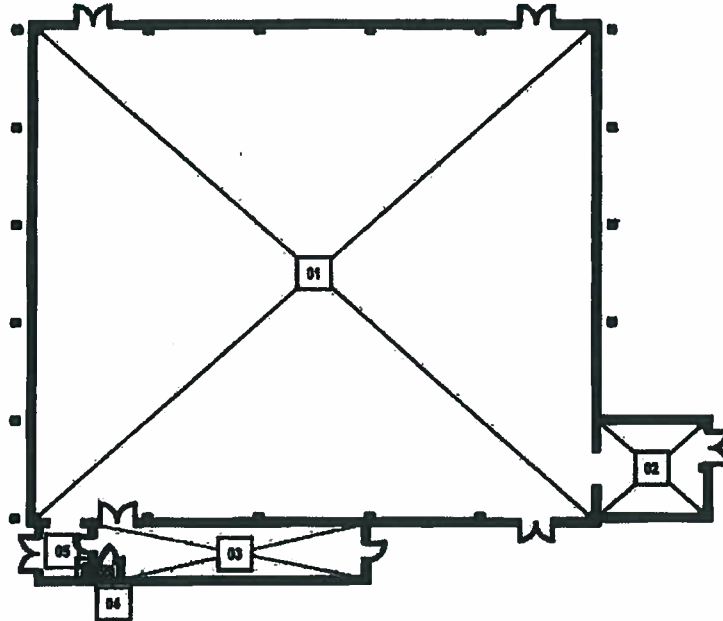
GP #0107

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



GYM

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 9942 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	GYMNASIUM	9025 S.F.	
02	LOBBY	335 S.F.	
03	STORAGE	480 S.F.	
04	JANITOR	12 S.F.	
05	VESTIBULE	90 S.F.	

9942 S.F.

SCHOOL: **EGAN INTERMEDIATE**
ADDRESS: **100 WEST PORTOLA AVENUE**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



100 Terrell Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

12 OF 12

GP #0107

02/24/12

Project Information		Financial Information		Operational Information	
Project Name	Project Number	Budget	Actual Cost	Start Date	End Date
Project A	101	\$1,000,000	\$950,000	2023-01-01	2023-12-31
Project B	102	\$2,500,000	\$2,400,000	2023-02-01	2023-11-30
Project C	103	\$500,000	\$520,000	2023-03-01	2023-10-31
Project D	104	\$750,000	\$730,000	2023-04-01	2023-09-30
Project E	105	\$1,200,000	\$1,180,000	2023-05-01	2023-08-31
Project F	106	\$300,000	\$310,000	2023-06-01	2023-07-31
Project G	107	\$400,000	\$390,000	2023-07-01	2023-06-30
Project H	108	\$600,000	\$580,000	2023-08-01	2023-05-31
Project I	109	\$800,000	\$790,000	2023-09-01	2023-04-30
Project J	110	\$900,000	\$880,000	2023-10-01	2023-03-31
Project K	111	\$1,100,000	\$1,090,000	2023-11-01	2023-02-28
Project L	112	\$1,300,000	\$1,280,000	2023-12-01	2023-01-31
Project M	113	\$1,500,000	\$1,480,000	2024-01-01	2023-12-31
Project N	114	\$1,700,000	\$1,680,000	2024-02-01	2024-01-31
Project O	115	\$1,900,000	\$1,880,000	2024-03-01	2024-02-28
Project P	116	\$2,100,000	\$2,080,000	2024-04-01	2024-03-31
Project Q	117	\$2,300,000	\$2,280,000	2024-05-01	2024-04-30
Project R	118	\$2,500,000	\$2,480,000	2024-06-01	2024-05-31
Project S	119	\$2,700,000	\$2,680,000	2024-07-01	2024-06-30
Project T	120	\$2,900,000	\$2,880,000	2024-08-01	2024-07-31
Project U	121	\$3,100,000	\$3,080,000	2024-09-01	2024-08-31
Project V	122	\$3,300,000	\$3,280,000	2024-10-01	2024-09-30
Project W	123	\$3,500,000	\$3,480,000	2024-11-01	2024-10-31
Project X	124	\$3,700,000	\$3,680,000	2024-12-01	2024-11-30
Project Y	125	\$3,900,000	\$3,880,000	2025-01-01	2024-12-31
Project Z	126	\$4,100,000	\$4,080,000	2025-02-01	2025-01-31
Project AA	127	\$4,300,000	\$4,280,000	2025-03-01	2025-02-28
Project AB	128	\$4,500,000	\$4,480,000	2025-04-01	2025-03-31
Project AC	129	\$4,700,000	\$4,680,000	2025-05-01	2025-04-30
Project AD	130	\$4,900,000	\$4,880,000	2025-06-01	2025-05-31
Project AE	131	\$5,100,000	\$5,080,000	2025-07-01	2025-06-30
Project AF	132	\$5,300,000	\$5,280,000	2025-08-01	2025-07-31
Project AG	133	\$5,500,000	\$5,480,000	2025-09-01	2025-08-31
Project AH	134	\$5,700,000	\$5,680,000	2025-10-01	2025-09-30
Project AI	135	\$5,900,000	\$5,880,000	2025-11-01	2025-10-31
Project AJ	136	\$6,100,000	\$6,080,000	2025-12-01	2025-11-30
Project AK	137	\$6,300,000	\$6,280,000	2026-01-01	2025-12-31
Project AL	138	\$6,500,000	\$6,480,000	2026-02-01	2026-01-31
Project AM	139	\$6,700,000	\$6,680,000	2026-03-01	2026-02-28
Project AN	140	\$6,900,000	\$6,880,000	2026-04-01	2026-03-31
Project AO	141	\$7,100,000	\$7,080,000	2026-05-01	2026-04-30
Project AP	142	\$7,300,000	\$7,280,000	2026-06-01	2026-05-31
Project AQ	143	\$7,500,000	\$7,480,000	2026-07-01	2026-06-30
Project AR	144	\$7,700,000	\$7,680,000	2026-08-01	2026-07-31
Project AS	145	\$7,900,000	\$7,880,000	2026-09-01	2026-08-31
Project AT	146	\$8,100,000	\$8,080,000	2026-10-01	2026-09-30
Project AU	147	\$8,300,000	\$8,280,000	2026-11-01	2026-10-31
Project AV	148	\$8,500,000	\$8,480,000	2026-12-01	2026-11-30
Project AW	149	\$8,700,000	\$8,680,000	2027-01-01	2026-12-31
Project AX	150	\$8,900,000	\$8,880,000	2027-02-01	2027-01-31
Project AY	151	\$9,100,000	\$9,080,000	2027-03-01	2027-02-28
Project AZ	152	\$9,300,000	\$9,280,000	2027-04-01	2027-03-31
Project BA	153	\$9,500,000	\$9,480,000	2027-05-01	2027-04-30
Project BB	154	\$9,700,000	\$9,680,000	2027-06-01	2027-05-31
Project BC	155	\$9,900,000	\$9,880,000	2027-07-01	2027-06-30
Project BD	156	\$10,100,000	\$10,080,000	2027-08-01	2027-07-31
Project BE	157	\$10,300,000	\$10,280,000	2027-09-01	2027-08-31
Project BF	158	\$10,500,000	\$10,480,000	2027-10-01	2027-09-30
Project BG	159	\$10,700,000	\$10,680,000	2027-11-01	2027-10-31
Project BH	160	\$10,900,000	\$10,880,000	2027-12-01	2027-11-30
Project BI	161	\$11,100,000	\$11,080,000	2028-01-01	2027-12-31
Project BJ	162	\$11,300,000	\$11,280,000	2028-02-01	2028-01-31
Project BK	163	\$11,500,000	\$11,480,000	2028-03-01	2028-02-28
Project BL	164	\$11,700,000	\$11,680,000	2028-04-01	2028-03-31
Project BM	165	\$11,900,000	\$11,880,000	2028-05-01	2028-04-30
Project BN	166	\$12,100,000	\$12,080,000	2028-06-01	2028-05-31
Project BO	167	\$12,300,000	\$12,280,000	2028-07-01	2028-06-30
Project BP	168	\$12,500,000	\$12,480,000	2028-08-01	2028-07-31
Project BQ	169	\$12,700,000	\$12,680,000	2028-09-01	2028-08-31
Project BR	170	\$12,900,000	\$12,880,000	2028-10-01	2028-09-30
Project BS	171	\$13,100,000	\$13,080,000	2028-11-01	2028-10-31
Project BT	172	\$13,300,000	\$13,280,000	2028-12-01	2028-11-30
Project BU	173	\$13,500,000	\$13,480,000	2029-01-01	2028-12-31
Project BV	174	\$13,700,000	\$13,680,000	2029-02-01	2029-01-31
Project BW	175	\$13,900,000	\$13,880,000	2029-03-01	2029-02-28
Project BX	176	\$14,100,000	\$14,080,000	2029-04-01	2029-03-31
Project BY	177	\$14,300,000	\$14,280,000	2029-05-01	2029-04-30
Project BZ	178	\$14,500,000	\$14,480,000	2029-06-01	2029-05-31
Project CA	179	\$14,700,000	\$14,680,000	2029-07-01	2029-06-30
Project CB	180	\$14,900,000	\$14,880,000	2029-08-01	2029-07-31
Project CC	181	\$15,100,000	\$15,080,000	2029-09-01	2029-08-31
Project CD	182	\$15,300,000	\$15,280,000	2029-10-01	2029-09-30
Project CE	183	\$15,500,000	\$15,480,000	2029-11-01	2029-10-31
Project CF	184	\$15,700,000	\$15,680,000	2029-12-01	2029-11-30
Project CG	185	\$15,900,000	\$15,880,000	2030-01-01	2029-12-31
Project CH	186	\$16,100,000	\$16,080,000	2030-02-01	2030-01-31
Project CI	187	\$16,300,000	\$16,280,000	2030-03-01	2030-02-28
Project CJ	188	\$16,500,000	\$16,480,000	2030-04-01	2030-03-31
Project CK	189	\$16,700,000	\$16,680,000	2030-05-01	2030-04-30
Project CL	190	\$16,900,000	\$16,880,000	2030-06-01	2030-05-31
Project CM	191	\$17,100,000	\$17,080,000	2030-07-01	2030-06-30
Project CN	192	\$17,300,000	\$17,280,000	2030-08-01	2030-07-31
Project CO	193	\$17,500,000	\$17,480,000	2030-09-01	2030-08-31
Project CP	194	\$17,700,000	\$17,680,000	2030-10-01	2030-09-30
Project CQ	195	\$17,900,000	\$17,880,000	2030-11-01	2030-10-31
Project CR	196	\$18,100,000	\$18,080,000	2030-12-01	2030-11-30
Project CS	197	\$18,300,000	\$18,280,000	2031-01-01	2030-12-31
Project CT	198	\$18,500,000	\$18,480,000	2031-02-01	2031-01-31
Project CU	199	\$18,700,000	\$18,680,000	2031-03-01	2031-02-28
Project CV	200	\$18,900,000	\$18,880,000	2031-04-01	2031-03-31
Project CW	201	\$19,100,000	\$19,080,000	2031-05-01	2031-04-30
Project CX	202	\$19,300,000	\$19,280,000	2031-06-01	2031-05-31
Project CY	203	\$19,500,000	\$19,480,000	2031-07-01	2031-06-30
Project CZ	204	\$19,700,000	\$19,680,000	2031-08-01	2031-07-31
Project DA	205	\$19,900,000	\$19,880,000	2031-09-01	2031-08-31
Project DB	206	\$20,100,000	\$20,080,000	2031-10-01	2031-09-30
Project DC	207	\$20,300,000	\$20,280,000	2031-11-01	2031-10-31
Project DD	208	\$20,500,000	\$20,480,000	2031-12-01	2031-11-30
Project DE	209	\$20,700,000	\$20,680,000	2032-01-01	2031-12-31
Project DF	210	\$20,900,000	\$20,880,000	2032-02-01	2032-01-31
Project DG	211	\$21,100,000	\$21,080,000	2032-03-01	2032-02-28
Project DH	212	\$21,300,000	\$21,280,000	2032-04-01	2032-03-31
Project DI	213	\$21,500,000	\$21,480,000	2032-05-01	2032-04-30
Project DJ	214	\$21,700,000	\$21,680,000	2032-06-01	2032-05-31
Project DK	215	\$21,900,000	\$21,880,000	2032-07-01	2032-06-30
Project DL	216	\$22,100,000	\$22,080,000	2032-08-01	2032-07-31
Project DM	217	\$22,300,000	\$22,280,000	2032-09-01	2032-08-31
Project DN	218	\$22,500,000	\$22,480,000	2032-10-01	2032-09-30
Project DO	219	\$22,700,000	\$22,680,000	2032-11-01	2032-10-31
Project DP	220	\$22,900,000	\$22,880,000	2032-12-01	2032-11-30
Project DQ	221	\$23,100,000	\$23,080,000	2033-01-01	2032-12-31
Project DR	222	\$23,300,000	\$23,280,000	2033-02-01	2033-01-31
Project DS	223	\$23,500,000	\$23,480,000	2033-03-01	2033-02-28
Project DT	224	\$23,700,000	\$23,680,000	2033-04-01	2033-03-31
Project DU	225	\$23,900,000	\$23,880,000	2033-05-01	2033-04-30
Project DV	226	\$24,100,000	\$24,080,000	2033-06-01	2033-05-31
Project DW	227	\$24,300,000	\$24,280,000	2033-07-01	2033-06-30
Project DX	228	\$24,500,000	\$24,480,000	2033-08-01	2033-07-31
Project DY	229	\$24,700,000	\$24,680,000	2033-09-01	2033-08-31
Project DZ	230	\$24,900,000	\$24,880,000	2033-10-01	2033-09-30
Project EA	231	\$25,100,000	\$25,080,000	2033-11-01	2033-10-31
Project EB	232	\$25,300,000	\$25,280,000	2033-12-01	2033-11-30
Project EC	233	\$25,500,000	\$25,480,000	2034-01-01	2033-12-31
Project ED	234	\$25,700,000	\$25,680,000	2034-02-01	2034-01-31
Project EE	235	\$25,900,000	\$25,880,000	2034-03-01	2034-02-28
Project EF	236	\$26,100,000	\$26,080,000	2034-04-01	2034-03-31
Project EG	237	\$26,300,000	\$26,280,000	2034-05-01	2034-04-30
Project EH	238	\$26,500,000	\$26,480,000	2034-06-01	2034-05-31
Project EI	239	\$26,700,000	\$26,680,000	2034-07-01	2034-06-30
Project EJ	240	\$26,900,000	\$26,880,000	2034-08-01	2034-07-31
Project EK	241	\$27,100,000	\$27,080,000	2034-09-01	2034-08-31
Project EL	242	\$27,300,000	\$27,280,000	2034-10-01	2034-09-30
Project EM	243	\$27,500,000	\$27,480,000	2034-11-01	2034-10-31
Project EN	244	\$27,700,000	\$27,680,000	2034-12-01	2034-11-30
Project EO	245	\$27,900,000	\$27,880,000	2035-01-01	2034-12-31
Project EP	246	\$28,100,000	\$28,080,000	2035-02-01	2035-01-31
Project EQ	247	\$28,300,000	\$28,280,000	2035-03-01	2035-02-28
Project ER	248	\$28,500,000	\$28,480,000	2035-04-01	2035-03-31
Project ES	249	\$28,700,000	\$28,680,000	2035-05-01	2035-04-30
Project ET	250	\$28,900,000	\$28,880,000	2035-06-01	2035-05-31
Project EU	251	\$29,100,000	\$29,080,000	2035-07-01	2035-06-30
Project EV	252	\$29,300,000	\$29,280,000	2035-08-01	2035-07-31
Project EW	253	\$29,500,000	\$29,480,000	2035-09-01	2035-08-31
Project EX	254	\$29,700,000	\$29,680,000	2035-10-01	2035-09-30
Project EY	255	\$29,900,000	\$29,880,000	2035-11-01	2035-10-31
Project EZ	256	\$30,100,000	\$30,080,000	2035-12-01	2035-11-30
Project FA</					

2013-2014

CHECKLIST FOR SPACE AND SIZE INVENTORY FOR EGAN JUNIOR HIGH SCHOOL

SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - School Site Plan -County Assessor Map	Yes	486,155 SF	Excludes 7.67 Acres occupied by BCS ADA: 553 SF/ADA: 879.12
All areas of school counted whether specifically listed on this document	See above.	Yes	All areas included as part of overall site size	

Attachment G

SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Grades 7-8: Non-Specialized Teaching Stations (i.e. – Teaching stations not containing programmatically-required specialized equipment)	- Architectural Drawings/Calculations - School Site Plan	Yes	3 x 960 (B) = 2,880 2 x 963 (D) = 1,926 955 SF (D) 965 SF (D) 915 SF (K-2) 4 x 928 (K-2) = 3,712 2 x 923 (K-2) = 1,846 2 x 925 (K-2) = 1,850 Total – 15,049 Corridor – 1,612 (K2)	SF/Teaching Station: 940.56 SF/ADA: 27.21 Corridor SF/ADA: 2.92
SPECIALIZED TEACHING SPACE				
Computer Lab	-Architectural Drawings/Calculations - School Site Plan	Yes	942 SF 581 (K1) Total: 1,523	SF/ADA: 2.75
Small Group Space	-Architectural Drawings/Calculations - School Site Plan	Yes	227 SF (E)	SF/ADA: .41
RSP	-Architectural Drawings/Calculations - School Site Plan	Yes	913 SF	SF/ADA: 1.65
Science	-Architectural Drawings/Calculations - School Site Plan	Yes	6,470 - G	SF/ADA: 11.70

SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Art	-Architectural Drawings/Calculations - School Site Plan	Yes	1,271 SF (C)	SF/ADA: 2.3 (includes music)
Chorus	-Architectural Drawings/Calculations - School Site Plan	Yes	1,920 SF (C)	SF/ADA: 3.47 (includes drama)
Band/Orchestra	-Architectural Drawings/Calculations - School Site Plan	Yes	1,920 SF (C)	SF/ADA: 3.47
Video Production	-Architectural Drawings/Calculations - School Site Plan	Yes	3,539 SF (2600 in F; 939 in K)	SF/ADA: 6.4
Multi-Purpose Room	-Architectural Drawings/Calculations - School Site Plan	Yes	7,801 - H	SF/ADA: 14.11
PLAY/PHYSICAL EDUCATION				
Gym	-Architectural Drawings/Calculations - School Site Plan	Yes	9,942 SF	SF/ADA: 17.98
Turf	-Architectural Drawings/Calculations - School Site Plan	Yes	100,157 SF	SF/ADA: 181.12
Blacktop (note all areas)	-Architectural Drawings/Calculations - School Site Plan	Yes Included in site area	67,728 SF	SF/ADA: 122.47

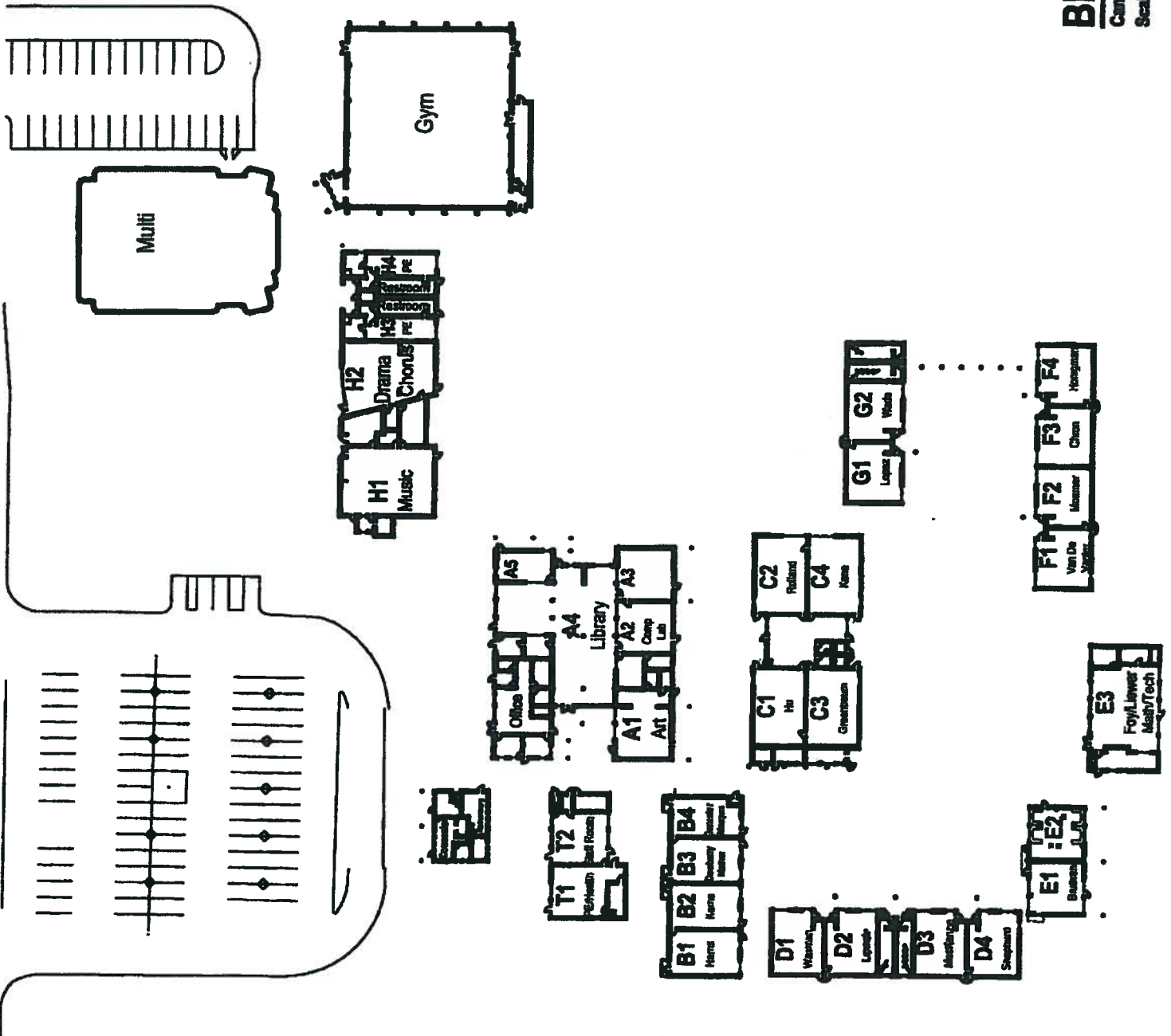
SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Track	-Architectural Drawings/Calculations - School Site Plan	Yes	46,586 SF	SF/ADA: 84.24
Tennis Courts	-Architectural Drawings/Calculations - School Site Plan	Yes	0 SF	SF/ADA: 0
Other Outdoor Space	-Architectural Drawings/Calculations - School Site Plan	Yes	150,307 SF	SF/ADA: 271.80
Parking Lot			45,990 SF	SF/ADA: 83.16
ADMINISTRATIVE				
Office <ul style="list-style-type: none"> • Conference • VP • Principal • Conference • Reception • Counselor • Health 	-Architectural Drawings/Calculations - School Site Plan	Yes	3,675 (includes health, toilets, counseling, work rooms, vestibules)	SF/ADA: 6.65

SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Teacher Workroom	-Architectural Drawings/Calculations - School Site Plan	Yes	674 (K)	SF/ADA: 1.22
Teacher lounge	-Architectural Drawings/Calculations - School Site Plan	Yes	1,062 SF (K)	SF/ADA: 1.92
Custodial	-Architectural Drawings/Calculations - School Site Plan	Yes	25 – B 34 – F 48 – G Total: 107	SF/ADA: 0.19
Storage	-Architectural Drawings/Calculations - School Site Plan	Yes	82 – B 23 – C 142 – C 126 – C 123 – C 283 – G Total: 779	SF/ADA: 1.41
Servery	-Architectural Drawings/Calculations - School Site Plan	None		
Child Care	-Architectural Drawings/Calculations - School Site Plan	No		
PTA/Hot Lunch	-Architectural Drawings/Calculations - School Site Plan	Yes	138 - A	SF/ADA: 0.25

SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Library	-Architectural Drawings/Calculations - School Site Plan	Yes	3,615 – K 201 – K1 (glass vestibule) Total: 3,816	SF/ADA: 6.90
P.E. Teacher Rooms	-Architectural Drawings/Calculations - School Site Plan	Yes	960 SF – portable 962 – B Total: 1,922	SF/ADA: 3.48
P.E. Locker Rooms	-Architectural Drawings/Calculations - School Site Plan	Yes	2,880 S.F.	SF/ADA: 5.21
OTHER SPACE				
ELL	-Architectural Drawings/Calculations - School Site Plan	Yes	640 SF - C	SF/ADA: 1.16
Project Room	-Architectural Drawings/Calculations - School Site Plan	Yes	376 SF - K	SF/ADA: 0.68
Student Store	-Architectural Drawings/Calculations - School Site Plan	Yes	235 SF - C	SF/ADA: 0.42
Restrooms, Student			532 – B 114 – F 355 – G 429 – K2 960 – portable Total: 2,390	SF/ADA: 4.32

SPACE TYPE	SOURCE DOCUMENTS (ATTACHED)	COUNTED	SIZE(S)	NOTES
Restrooms, Adult			160 – B	SF/ADA: 0.29
Mechanical Room			855 – A 91 – F 34 – K2 Total: 980	SF/ADA: 1.77
Electrical Room			62 – B	SF/ADA: 0.11
CHAC/Speech			207 – A	SF/ADA: 0.37
Plumbing Chase			49 – B	SF/ADA: 0.09
Foods – no longer used			1,934 – E	SF/ADA: 3.50
Stairs (bldg. K)			80 259 339 336 Total: 1,014	SF/ADA: 1.83
Elevator (bldg. K)			110	SF/ADA: 0.20

BLACH



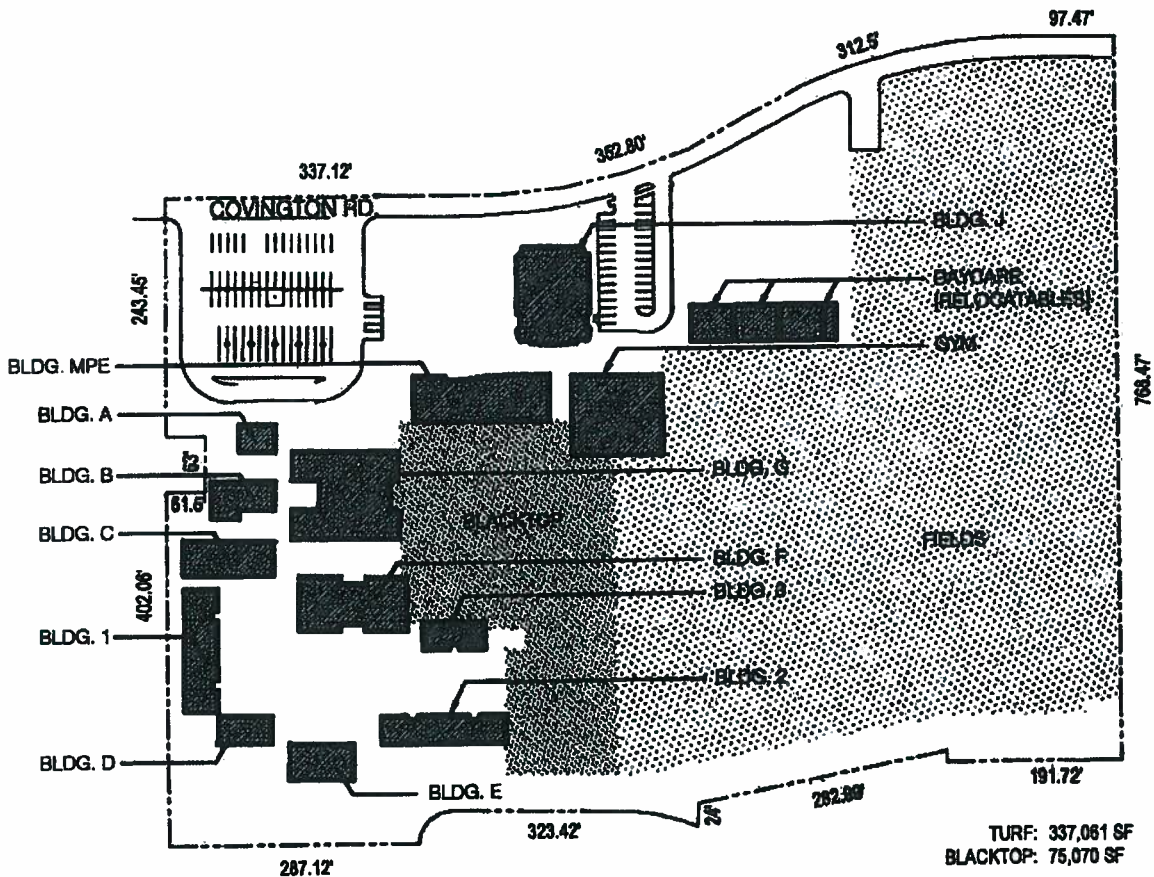
Blach School

Campus Map
Scale: 1" = 80'-0"

DIAGRAM OF SITE

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



SITE PLAN

SCALE: 1" = 200'-0"

SITE AREA: 17.95 ACRES

[KEYED TO BUILDING PLANS]

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: 1120 COVINGTON RD
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



185 Yacht Street, Suite 100
San Francisco, CA 94103
Tel 415 345 4040
Fax 415 345 4103
www.gelfand-partners.com

1 OF 13

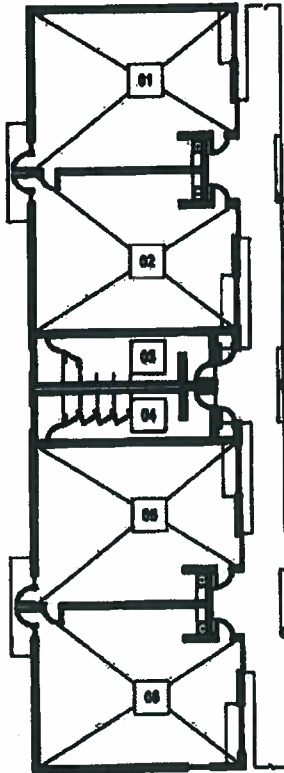
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "1"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 4638 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	1020 S.F.	
02	CLASSROOM	1020 S.F.	
03	BOY'S RESTROOM	279 S.F.	
04	GIRL'S RESTROOM	279 S.F.	
05	CLASSROOM	1020 S.F.	
06	CLASSROOM	1020 S.F.	

4638 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415.348.4040
Fax 415.348.4103
www.gelfand-partners.com

02 OF 13

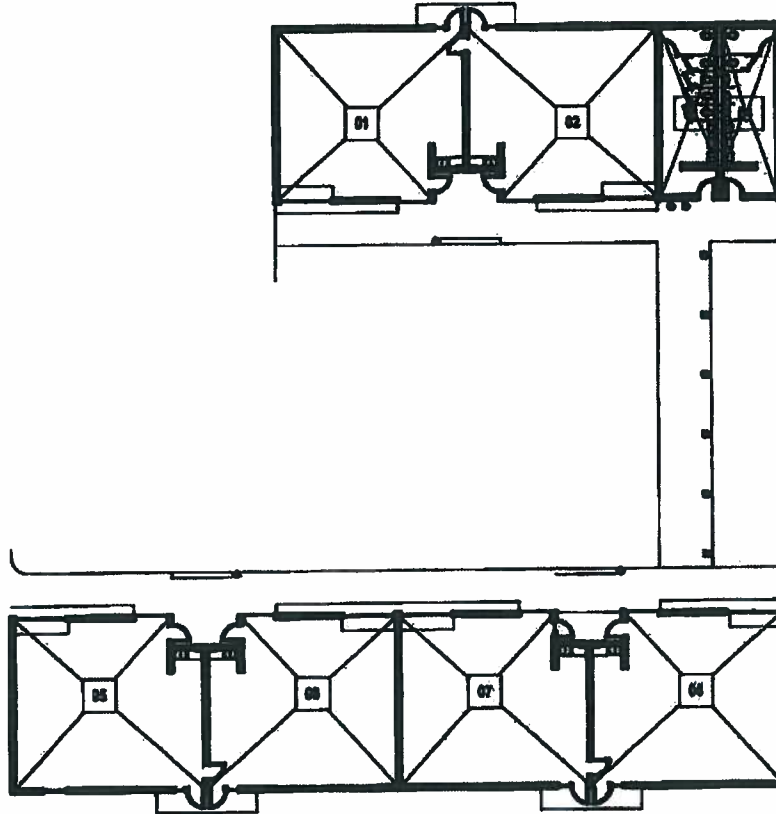
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDINGS "2" & "3" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6787 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	1030 S.F.	
02	CLASSROOM	1030 S.F.	
03	STUDENT TOILET	311 S.F.	
04	STUDENT TOILET	296 S.F.	
05	CLASSROOM	1030 S.F.	
06	CLASSROOM	1030 S.F.	
07	CLASSROOM	1030 S.F.	
08	CLASSROOM	1030 S.F.	

6787 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD
LOS ALTOS, CA 94022**

Gelfand Partners
ARCHITECTS
165 Teath Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348. 4040
Fax. 415. 348. 4103
www.gelfand-partners.com

03 OF 13

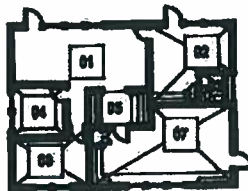
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "A" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1265 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	SGI	271 S.F.	
02	COUNSELING	169 S.F.	
03	TOILET	22 S.F.	
04	STORAGE	88 S.F.	
05	STORAGE / VESTIBULE	66 S.F.	
06	SGI	329 S.F.	
07	SGI	320 S.F.	

1265 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS
100 Franklin Street, Suite 100
San Francisco, CA 94102
Tel 415.340.4040
Fax 415.340.4103
www.gelfand-partners.com

04 OF 13

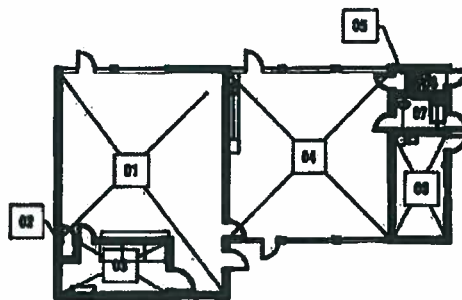
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "B"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2590 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	TEACHER WORK	1200 S.F.	
02	MECHANICAL CLOSET	15 S.F.	
03	ELECTRICAL	211 S.F.	
04	TEACHER WORK	904 S.F.	
05	MECHANICAL CLOSET	11 S.F.	
06	TOILET	25 S.F.	
07	TOILET	60 S.F.	
08	JANITOR	164 S.F.	

2590 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS

180 Yerbi Street, Suite 190
San Francisco, CA 94103
Tel. 415. 340. 4040
Fax 415. 340. 4100
www.gelfand-partners.com

05 OF 13

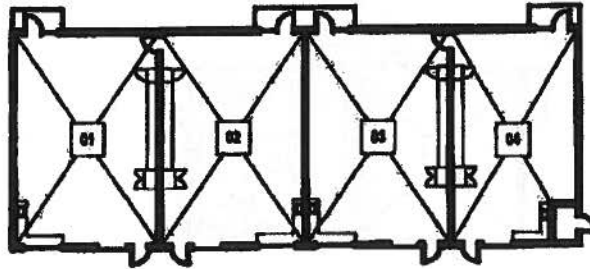
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



BUILDING "C"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 3827 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	994 S.F.	
02	CLASSROOM	994 S.F.	
03	CLASSROOM	994 S.F.	
04	CLASSROOM	845 S.F.	

3827 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS



105 Fourth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 345 4000
Fax 415. 345 4100
www.gelfand-partners.com

06 OF 13

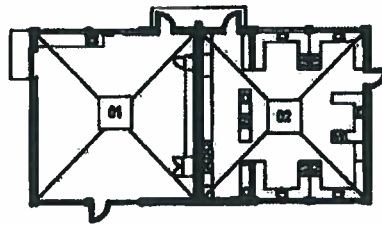
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "D"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 1830 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CLASSROOM	915 S.F.	
02	HOME ARTS	915 S.F.	

1830 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

185 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348. 4040
Fax 415. 348. 4100
www.gelfand-partners.com

07 OF 13

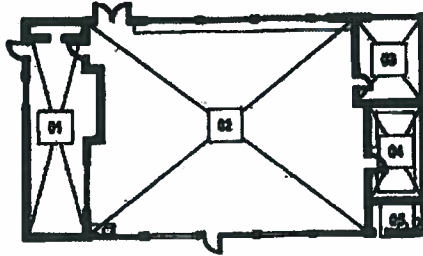
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "E"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2629 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	CAD / CAM	427 S.F.	
02	CLASSROOM	1868 S.F.	
03	OFFICE	117 S.F.	
04	TOOL STORAGE	167 S.F.	
05	HOME ARTS	50 S.F.	

2629 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: 1120 COVINGTON RD
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415. 348 4040
Fax 415. 348 4103
www.gelfandpartners.com

08 OF 13

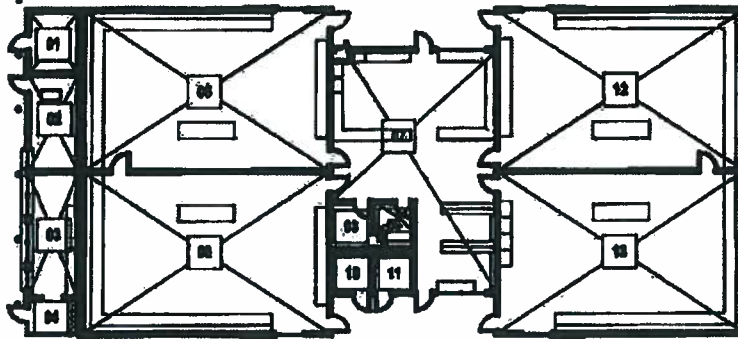
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "F"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 6713 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	PTA CLOSET	102 S.F.	
02	STUDENT STORE	145 S.F.	
03	WARMING KITCHEN	235 S.F.	
04	VESTIBULE	56 S.F.	
05	CLASSROOM	1302 S.F.	
06	CLASSROOM	1302 S.F.	
07	TEACHER AREA	791 S.F.	
08	CHEM STG	40 S.F.	
09	FUMEHOOD	30 S.F.	
10	STAFF MEN	53 S.F.	
11	STAFF WOMEN	53 S.F.	
12	CLASSROOM	1302 S.F.	
13	CLASSROOM	1302 S.F.	

6713 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS
165 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

09 OF 13

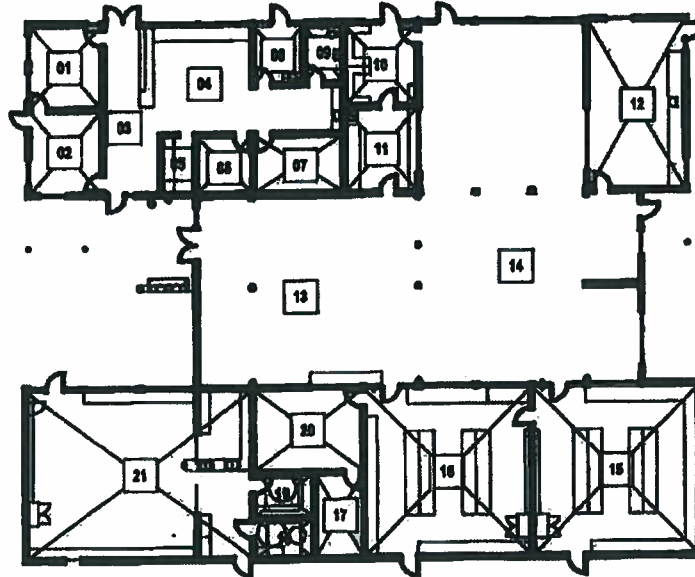
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "G"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 9862 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	CONFERENCE	194 S.F.	12	PROJECT ROOM	546 S.F.	
02	PRINCIPAL	194 S.F.	13	READING AREA	1193 S.F.	
03	CORRIDOR	193 S.F.	14	STACKS	2501 S.F.	
04	RECEPTION	310 S.F.	15	COMPUTER LAB	918 S.F.	
05	MAIL	119 S.F.	16	COMPUTER LAB	918 S.F.	
06	V.P.	95 S.F.	17	DATA / COM. HUB	145 S.F.	
07	FILES / STORAGE	133 S.F.	18	KILN CLOSET	145 S.F.	
08	HEALTH	103 S.F.	19	ART STORAGE	145 S.F.	
09	TOILET	67 S.F.	20	COMPUTER OFFICE	290 S.F.	
10	LIBRARY STORAGE	192 S.F.	21	ART	1236 S.F.	
11	LIBRARY OFFICE	225 S.F.				

9862 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS

195 Tenth Street, Suite 100
San Francisco, CA 94103
Tel. 415 348 4040
Fax 415 348 4103
www.gelfand-partners.com

10 OF 13

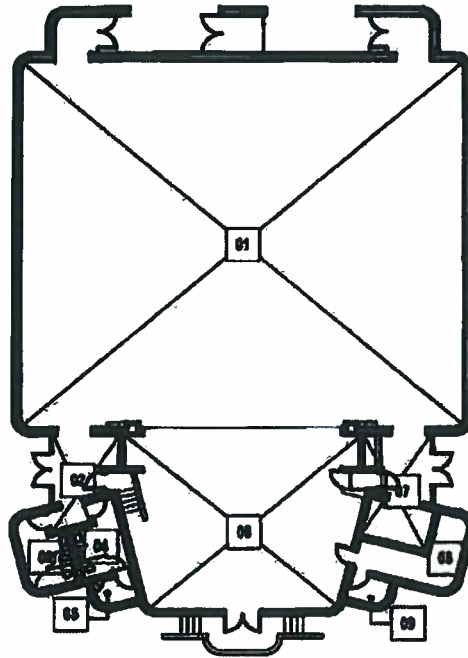
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "J"

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 2801 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	MULTI PURPOSE	604 S.F.	
02	VESTIBULE	159 S.F.	
03	WOMEN	107 S.F.	
04	MEN	104 S.F.	
05	JANITOR	38 S.F.	
06	STAGE	1373 S.F.	
07	VESTIBULE/ ATHL. STORAGE	224 S.F.	
08	STORAGE	154 S.F.	
09	ELECTRICAL	38 S.F.	

2801 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel 415. 348 4040
Fax 415. 348 4163
www.gelfand-partners.com

11 OF 13

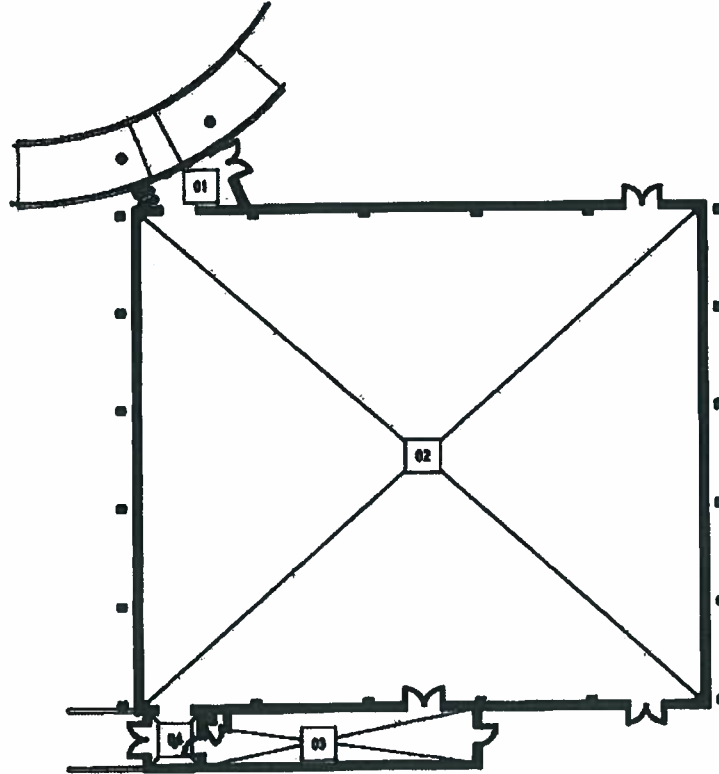
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
- ☐ BASIC PLANS
- ☐ FINAL PLANS



GYM

SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 9722 S.F.

KEY	DESCRIPTION	AREA	TOTALS
01	LOBBY	127 S.F.	
02	GYMNASIUM	9025 S.F.	
03	STORAGE	480 S.F.	
04	VESTIBULE	90 S.F.	

9722 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: **1120 COVINGTON RD**
LOS ALTOS, CA 94022

Gelfand Partners ARCHITECTS



105 Tenth Street, Suite 100
San Francisco, CA 94103
Tel: 415 348 4040
Fax: 415 348 4103
www.gelfand-partners.com

12 OF 13

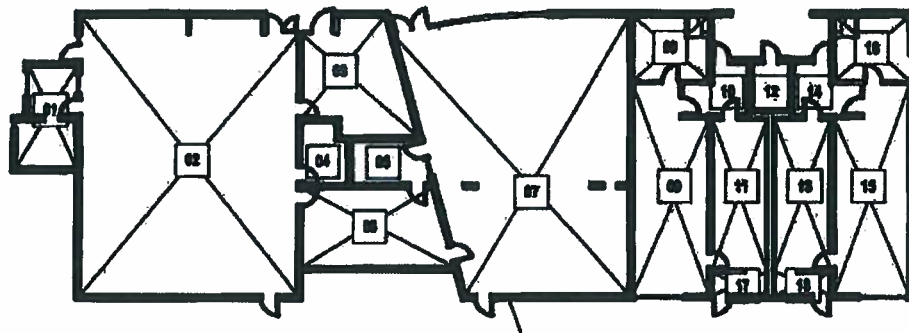
GP #9907

02/24/12

DIAGRAM OF BUILDING AREAS

LOS ALTOS SCHOOL DISTRICT
LOS ALTOS, SANTA CLARA COUNTY, CA

- ☐ EXISTING
☐ BASIC PLANS
☐ FINAL PLANS



BUILDING "MPE" SCALE: 1/32" = 1'-0"

TOTAL BUILDING AREA: 7120 S.F.

KEY	DESCRIPTION	AREA	KEY	DESCRIPTION	AREA	TOTALS
01	OFFICE	182 S.F.	12	STAFF TOILET ROOM	63 S.F.	
02	INSTRUMENTAL MUSIC	2036 S.F.	13	TOILETS	279 S.F.	
03	STORAGE	370 S.F.	14	CIRC.	96 S.F.	
04	OFFICE	93 S.F.	15	LOCKERS	525 S.F.	
05	OFFICE	135 S.F.	16	OFFICE	167 S.F.	
06	PRACTICE	169 S.F.	17	CIRC.	45 S.F.	
07	CHORAL / MUSIC DRAMA	1848 S.F.	18	CIRC.	45 S.F.	
08	OFFICE	167 S.F.				
09	LOCKERS	525 S.F.				
10	CIRC.	96 S.F.				
11	TOILETS	279 S.F.				

7120 S.F.

SCHOOL: **BLACH INTERMEDIATE**
ADDRESS: 1120 COVINGTON RD
LOS ALTOS, CA 94022

Gelfand Partners
ARCHITECTS

105 Yerth Court, Suite 100
San Francisco, CA 94103
Tel. 415. 348 4040
Fax. 415. 348 4100
www.gelfand-partners.com

13 OF 13

GP #9907

02/24/12

2013-2014

CHECKLIST FOR SPACE AND SIZE INVENTORY FOR BLACH JUNIOR HIGH SCHOOL

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Overall site size	BCS v. LASD (2011) 200 Cal.App.4 th 296 - BCS Aerial Photos and Size Calculations [Haux and Smith Decls.Exhs] - Architectural Drawings/Calculations - School Site Plan - County Assessor Map	Yes	771,448 SF 17.71 acres 593,606 SF 13.63 acres <10,320 SF> 583,286 SF 13.39 acres	Attachment G Site size, after subtracting BCS footprint: SF/ADA: 1154.88 Less, Space leased to Stepping Stones Preschool SF/ADA: 1134.80 Total ADA: 514
Grades 7-8: Non-Specialized Teaching Stations (i.e. - Teaching stations not containing programmatically-required specialized equipment)	- Architectural Drawings/Calculations - School Site Plan	Yes	4 x 1,020 SF 4,080 3 x 1,030 SF 3,090 3 x 994 SF 2,982 1 x 845 845 2 x 1,030 2,060 Total = Total Stations: 13 Total SF: 13,057	SF/ADA: 25.40

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
SPECIALIZED TEACHING SPACE				
Computer Lab	-Architectural Drawings/Calculations - School Site Plan	Yes	918 SF – G	SF/ADA: 1.79
Small Group Space	-Architectural Drawings/Calculations - School Site Plan	Yes	320 SF – A 329 SF – A 271 – A Total: 920 SF,	SF/ADA: 1.79
RSP/SPED	-Architectural Drawings/Calculations - School Site Plan	Yes	1,030 SF	SF/ADA: 2.00
Science (pro-rated)	-Architectural Drawings/Calculations - School Site Plan	Yes	Total: 6069 SF Pro-rated: 5735.20 SF	SF/ADA: 11.16 See BCS at Blach checklist for pro-rata calculation.
Art	-Architectural Drawings/Calculations - School Site Plan	Yes	1,236 SF (G) 145 (kiln) – G 145 (storage) – G Total: 1526	SF/ADA: 2.97
Drama/Chorus (pro-rated)	-Architectural Drawings/Calculations - School Site Plan	Yes	1,848 SF (MPE/F) 169 (practice) – MPE 135 (office) – MPE Total: 2152 gross Pro-rated to 1527.92	SF/ADA: 2.97 See BCS at Blach checklist for pro-rata calculation.

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Band/Orchestra	-Architectural Drawings/Calculations - School Site Plan	Yes	2,036 SF (MPE/F) 182 (office) – MPE 93 (office) – MPE 370 (storage) – MPE Total: 2,681	SF/ADA: 5.22 no sharing
Video Production	-Architectural Drawings/Calculations - School Site Plan	Yes	2,629 SF	SF/ADA: 5.11
Multi-Purpose Room (pro-rated)	-Architectural Drawings/Calculations - School Site Plan	Yes	7,801 - J Pro-rated: 7566.97	SF/ADA: 14.72 See BCS at Blach checklist for pro-rata calculation.
PLAY/PHYSICAL EDUCATION				
Gym (pro-rated)	-Architectural Drawings/Calculations - School Site Plan	Yes	9722 SF Pro-rated: 9430.34	SF/ADA: 18.35 See BCS at Blach checklist for pro-rata calculation.
Turf (baseball area)	-Architectural Drawings/Calculations - School Site Plan	Yes	79,108 SF Pro-rated: 46,146	SF/ADA: 89.78 See BCS at Blach checklist for pro-rata calculation.
Blacktop (note all areas)	-Architectural Drawings/Calculations - School Site Plan	Yes	59,950 SF Less tennis courts (13,244 SF) = 46,706 SF	SF/ADA: 90.87

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Track	-Architectural Drawings/Calculations - School Site Plan	Yes	142,487 SF (total of track and turf inside; Blach share is 123,963.69) (track only – 39,730 shared; 38,538.10 is Blach's pro-rated share) (Turf inside – 102,756 total;	SF/ADA: 241.17 Track only SF/ADA: 74.98 Sharing of Turf inside included elsewhere See BCS at Blach checklist for pro-rata calculation.
Tennis Courts	-Architectural Drawings/Calculations - School Site Plan	Yes	13,244SF (included in blacktop; see drawing) Pro rated: 11,124.96	SF/ADA: 21.64 See BCS at Blach checklist for pro-rata calculation.
Other Outdoor Space	-Architectural Drawings/Calculations	Yes	228,131 SF	SF/ADA: 443.83
Parking Lot			43,521 SF	SF/ADA 84.67

Attachment G

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
ADMINISTRATIVE				
Office <ul style="list-style-type: none"> • Conference • Principal • Reception • VP 	-Architectural Drawings/Calculations - School Site Plan	Yes	Total Administrative: 1,408 SF ¹ (incl Health) Computer Office & Data Room – 435 SF (G) Total: 1,843	SF/ADA: 3.59
Teacher Workroom	-Architectural Drawings/Calculations - School Site Plan	Yes	None	Attachment G
Teacher lounge	-Architectural Drawings/Calculations - School Site Plan	Yes	904 SF	SF/ADA: 1.76
Custodial	-Architectural Drawings/Calculations - School Site Plan	Yes	164 SF – B	SF/ADA: 0.32
Storage	-Architectural Drawings/Calculations - School Site Plan	Yes	88 SF – A 66 SF – A Total: 154 SF	SF/ADA: 0.30
Servery	-Architectural Drawings/Calculations - School Site Plan	Yes	235 SF (F) 56 (vestibule) – F Total: 291	SF/ADA: 0.57

¹ Rooms 1-9 in Building “G” in architect’s site plans.

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Child Care	-Architectural Drawings/Calculations - School Site Plan	None	4,320 SF (Bldg.) 6,000 SF (Outdoor)	No SF/ADA: Childcare not available for Black families; commercial enterprise leasing space on Blach campus
PTA	-Architectural Drawings/Calculations - School Site Plan	Yes	102 SF – F (Closet)	SF/ADA: 0.20
Library	-Architectural Drawings/Calculations - School Site Plan	Yes	1,193/2501 SF 192 SF – E (Storage) 225 SF – G (Office) Total: 4,111 SF	SF/ADA: 8.0
P.E. Teacher Room	-Architectural Drawings/Calculations - School Site Plan	Yes	1,200 SF (B)	SF/ADA: 2.33
P.E. Locker Room	-Architectural Drawings/Calculations - School Site Plan	Yes	1,384 (lockers/office) – MPE 840 (toilets & circulation) – MPE Total: 2,224	SF/ADA: 4.33
OTHER SPACE				

Attachment G

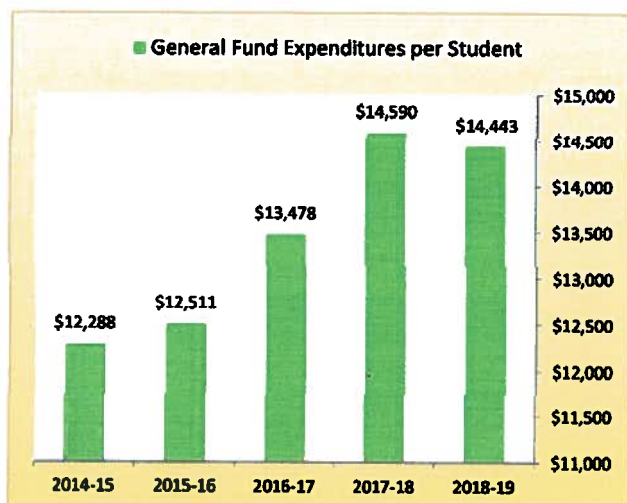
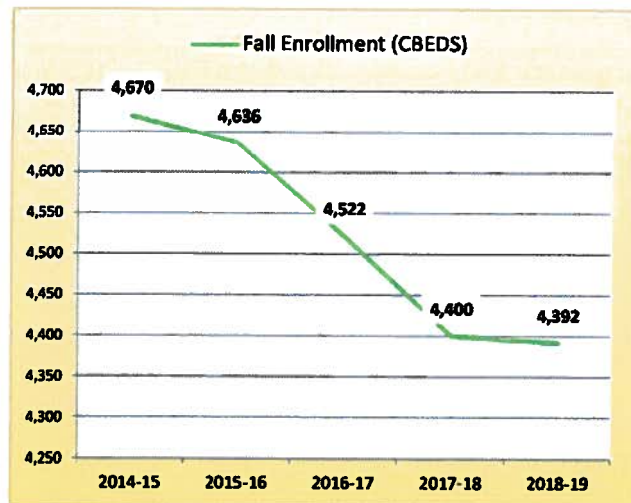
SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Project Room	-Architectural Drawings/Calculations - School Site Plan		546 SF	SF/ADA: 1.06
Student Store	-Architectural Drawings/Calculations - School Site Plan		145 SF	SF/ADA: 0.28
Counseling	-Architectural Drawings/Calculations - School Site Plan		169 SF	SF/ADA: 0.33
Restrooms, Student			279 (1) 279 – (1) 311 – (3) 296 – (3) Total: 1,165	SF/ADA: 2.27 SF/ADA Attachment G
Restrooms, Adult			22 (A) 85 (B) 106 (F) 163 (MPE) Total: 376	SF/ADA: 0.73
Mechanical Room			26 (B)	SF/ADA: .05
Electrical Room			211 (B)	SF/ADA: 0.41
SDC – district			915 (D)	SF/ADA: 53.82 Based on SDC 17 BCS has no SDC Students

SPACE TYPE	SOURCE DOCUMENTS	COUNTED	SIZE(S)	NOTES
Foods Room -- no longer used			915 (D) For BCS exclusive use; 0 SF for Blach	SF/ADA: 0

LOS ALTOS SCHOOL DISTRICT 2018-19 BUDGET

FACTS AT A GLANCE

		2014-15	2015-16	2016-17	2017-18	2018-19
Students	Fall Enrollment (CBEDS)	4,670	4,636	4,522	4,400	4,392
	Average Daily Attendance (ADA)	4,565	4,540	4,382	4,292	4,310
	Average Class Size (composite)	25	25	25	25	25
	Average Class Size, grades K-3	22	23	23	22	22
	Average Class Size, grades 4-6	26	26	25	25	25
	Average Class Size, grades 7-8	25	26	25	24	24
Financial	Total General Fund Revenue	\$52,095,239	\$60,060,443	\$59,557,715	\$61,726,107	\$62,902,716
	Total General Fund Expenditures	\$57,387,219	\$58,001,121	\$60,948,104	\$64,198,195	\$63,434,322
	General Fund Revenue per Student	\$11,155	\$12,955	\$13,171	\$14,029	\$14,322
	General Fund Expenditures per Student	\$12,288	\$12,511	\$13,478	\$14,590	\$14,443
	LCFF Target per Student (weighted average)	\$7,703	\$7,819	\$8,035	\$7,915	\$8,158
	LCFF Funded per Student (weighted average)	\$6,154	\$7,033	\$7,609	\$7,644	\$8,158
Taxes	Assessed Valuation (AV)	\$17,816,282,409	\$19,392,728,583	\$20,761,582,826	\$22,374,610,758	\$23,940,833,511
	Property Tax Collections (gross)	\$34,178,091	\$37,402,066	\$39,808,468	\$42,765,000	\$45,758,550
	Property Tax Growth	8.28%	9.43%	6.43%	7.43%	7.00%
	Property Tax, \$ per ADA	\$7,487	\$8,239	\$9,084	\$9,963	\$10,617
	Property Tax Collections (net) ¹	\$29,815,018	\$32,457,657	\$34,086,916	\$36,087,294	\$38,637,860
	Net Property Tax, \$ per ADA	\$6,531	\$7,150	\$7,779	\$8,407	\$8,965
	Amount in Excess of LCFF (state guarantee) ²	\$3,183,216	\$1,468,936	\$1,940,042	\$4,141,622	\$4,993,823
Staffing	Teacher Salary Schedule Improvement	3%	3%	5%	2%	pending
	Total Teacher Salaries	\$20,769,674	\$20,992,710	\$21,940,290	\$22,750,513	\$22,720,559
	Average Teacher Salary	\$79,783	\$81,767	\$85,513	\$85,682	\$89,135
	Average Teacher Benefits Package	\$22,752	\$25,191	\$27,157	\$28,545	\$31,269
	Number of Teachers (FTE)	258	252	252	256	250
	Number of Other Certificated Staff (FTE)	24	26	29	32	32
	Number of Classified Staff (FTE)	158	155	155	167	167
Miscellaneous	Number of Elementary Schools (K-6)	7	7	7	7	7
	Number of Intermediate Schools (Gr. 7-8)	2	2	2	2	2
	Ratio, Administrators to Teachers (state standard - 9% maximum)	4.6%	4.5%	5.1%	5.4%	5.5%
	% Spent on Direct Classroom Instruction (state standard - 60% minimum)	62%	63%	62%	62%	63%

¹ Net property taxes are gross taxes less amount transferred to the charter school.² Under LCFF excess taxes includes state-funded add-ons.

(ENDORSED)
FILED

MAR 23 2012

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY NAZMI NATAU DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

BULLIS CHARTER SCHOOL,

Petitioner,

v.

LOS ALTOS SCHOOL DISTRICT; BOARD OF
TRUSTEES OF THE LOS ALTOS SCHOOL
DISTRICT; and TIM JUSTUS, in his capacity as
District Superintendent,

Respondents.

CASE NO. 109CV144569

JUDGMENT AND ORDER
GRANTING WRIT OF
MANDATE AND
DECLARATORY RELIEF

Judge: Hon. Patricia M. Lucas
Dept: 2

Petition Filed: June 10, 2009

1
2 On June 10, 2009, Bullis Charter School filed a Petition for a Writ of Mandate and
3 Complaint for Declaratory Relief against Defendants Los Altos School District, Board of Trustees
4 of the Los Altos School District, and Superintendent Tim Justus (collectively, the District). On
5 November 24, 2009, after briefing and a hearing, this Court (Hon. James P. Kleinberg) entered a
6 judgment against Bullis and in favor of the District. On October 27, 2011, the Court of Appeal,
7 Sixth Appellate District, reversed the 2009 judgment. (*Bullis Charter School v. Los Altos School*
8 *District* (2011) 200 Cal.App.4th 1022.) The District then filed a Petition for Review and
9 separately requested depublication of the Court of Appeal decision. On January 18, 2012, the
10 California Supreme Court denied the Petition for Review and request for depublication.

11 In conformance with the Court of Appeal's opinion, judgment in favor of Bullis and
12 against the District shall be entered as follows:

13 1. A peremptory writ of mandate shall issue compelling the District (including its
14 officers, agents, and employees) to fulfill its duties and obligations to Bullis as required by
15 section 47614 of the Education Code and by the Court of Appeal's opinion, as follows:

16 2. The District shall provide Bullis with facilities that are reasonably equivalent to
17 the sites enjoyed by comparison schools.

18 3. In evaluating the facilities and conditions provided for students at other public
19 schools of the District (comparison schools) for purposes of determining reasonably equivalent
20 facilities for Bullis, the District shall consider total site size and account for (and allocate
21 reasonably equivalent building and outdoor space to Bullis for) *all* building and outdoor space on
22 any and all comparison school sites (regardless of whether or how it is utilized).

23 4. The District shall, in its reasonable equivalency analysis, disclose and utilize the
24 actual size of building and outdoor space at comparison schools, and shall forthwith end its
25 practice of using "standard" room sizes to represent the size of facilities at comparison schools.

26 5. The District shall instruct its architect to measure all outdoor space (not just
27 "K play area," "non-K blacktop," and "turf area") at comparison schools.

28 6. The District shall provide an accurate measurement of the amount of building and
outdoor space offered to Bullis, based on the correct configuration of that campus and a proration

1
2 of shared use space, proportionate to time allocation and use restrictions the District imposes on
3 that space.

4 7. The District shall forthwith end the practice of considering the square footage of
5 the Bullis multi-purpose room, which was paid for and installed by Bullis, as partially satisfying
6 the District's Proposition 39 obligation.

7 8. The District shall offer Bullis facilities (such as a childcare facility and
8 amphitheatre) reasonably equivalent to those at comparison schools.

9 9. The District shall specify in its facilities offers the sharing arrangements for any
10 shared use space offered, and shall forthwith end its practice of charging Bullis a pro rata fee for
11 shared space without regard to sharing arrangements restricting Bullis' use of such space.

12 In conformance with the portions of the trial court's judgment that were not raised on
13 appeal, Bullis' petition for writ of mandate is denied as follows:

14 1. The District's failure to provide seventh-grade facilities in the 2009-2010 school
15 year did not violate Proposition 39;

16 2. The District did not violate Proposition 39 by charging Bullis a pro rata fee for the
17 District space occupied by the Bullis-built and owned multi-purpose room;

18 3. The District did not violate Proposition 39 by conditioning its facilities offer on
19 the parties negotiating a facilities agreement pursuant to Regs. § 11969.9, subd. (k); and

20 4. The District's 2009-2010 comparison group selection method did not violate
21 Proposition 39.

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Bullis' request for
23 declaratory relief is GRANTED as follows:

24 1. The District violated Proposition 39 and its regulations by (a) housing Bullis in-
25 District students on a temporary campus with significantly less per-in-District student space than
26 at comparison group schools; (b) failing to account for all building and outdoor space, regardless
27 of whether or how they are used, at any or all comparison group schools in determining
28 reasonably equivalent facilities for Bullis; (c) failing to provide Bullis with comparable non-
teaching station space (such as parking, walkways, gardens, and other outdoor space) that is not

1
2 specifically enumerated in the regulations; (d) failing to provide Bullis with comparable
3 specialized teaching station space; and (e) overstating the size of Bullis' facilities, including its
4 failure to prorate shared use space based on the percentage of time Bullis has access to such
5 space, and its inclusion of Bullis-owned space as facilities "offered" by the District;

6 2. The temporary camp site referenced in the Court of Appeal's opinion is not
7 reasonably equivalent to the District's own comparison schools;

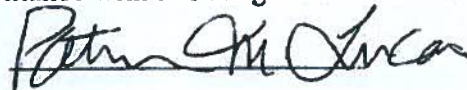
8 3. Bullis' request for declaratory relief is denied with respect to the District's failure
9 to provide seventh-grade facilities in 2009-2010, the District's pro rata fee for District space
10 occupied by Bullis' multi-purpose room, the District's conditional facilities offer based on the
11 parties negotiating a facilities agreement, and the District's 2009-2010 comparison group
12 selection method.

13 4. Pursuant to Code of Civil Procedure section 1097, the Court has continuing
14 jurisdiction to make any orders necessary and proper for the complete enforcement of the writ ;

15 5. Bullis is awarded its costs of suit; and

16 6. The Clerk shall issue a writ in conformance with this Judgment.

17 Dated: March 21, 2012



Hon. Patricia M. Lucas

Judge of the Superior Court

Attachment J – BCS Proposed Facilities

Proposed BCS Facilities 2019-2020	
Egan/BCS North	
Facilities Type	Number of Buildings/Rooms
Teaching Spaces	
Kindergarten	2 @ 1440 SF each
Grade 1st - 8th	31 @ 960 SF each
Specialized Teaching Space	
K-5 Art	1 @ 960 SF
K-5 STEM	1 @ 960 SF
Music	1 @ 1440 SF
Computer Lab	1 @ 960 SF
RSP	1 @ 960 SF
Speech/ELL/Small Group	1 @ 480 SF
Middle School Science	1 @ 1920 SF, 1 @ 1440 SF
Middle School Engineering	1 @ 1920 SF
Middle School Art	1 @ 1440 SF
Middle School Music	1 @ 1440 SF
Non-Teaching Building Space	
Administration	1 @ 2880 SF
Teacher Lounge	1 @ 960 SF
Servery	1 @ 240 SF
Library	1 @ 1440 SF
MPR	BCS owned
Custodial	1 @ 240 SF
Restroom Buildings (Boys/Girls/Staff)	3 @ 480 SF each
Locker room	1 @ 1440 SF
Non-Teaching Outdoor Space	
Kinder play area	7,787 SF
Grades 1-5th Blacktop	47,951 SF
Patch Soccer Field & Baseball Field	77,941 SF
Outdoor Stage/Amphitheatre	768 SF
Shared Spaces	
Egan Track, Field, Blacktop, Gym	50% time per Preliminary Offer
Egan MPR	50% time per Preliminary Offer
Egan MPR	20 days/year evening/weekend
Egan Science Room	40% time (Preliminary Offer -- switched to Egan campus where BCS middle school students attend)
Parking Lot	

Attachment J – BCS Proposed Facilities

Proposed BCS Facilities 2019-2020

Blach/BCS South

Facilities Type

Number of Buildings/Rooms

Teaching Spaces

Kindergarten	1 @ 1920 SF, 1 @ 960 SF
Grade 1st - 5th	13 @ 960 SF each

Specialized Teaching Space

K-5 Art	1 @ 960 SF (Blach Room)
K-5 STEM	1 @ 960 SF (Blach Room)
Music	1 @ 1440 SF
Flex room (computer lab)	1 @ 960 SF (Blach Room)
RSP	1 @ 480 SF
Speech/ELL/RSP	1 @ 480 SF

Non-Teaching Building Space

Administration	1 @ 1440 SF
Teacher Lounge	(included in office)
Servery	(included in office)
Library	1 @ 960 SF
Mini-MPR	1 @ 1920 SF
Custodial	1 @ 240 SF
Restroom Buildings (Boys/Girls/Staff)	2 @ 480 SF each
Storage	1 @ 240 SF

Non-Teaching Outdoor Space

Kinder play area
Grades 1-5th Blacktop

Shared Spaces

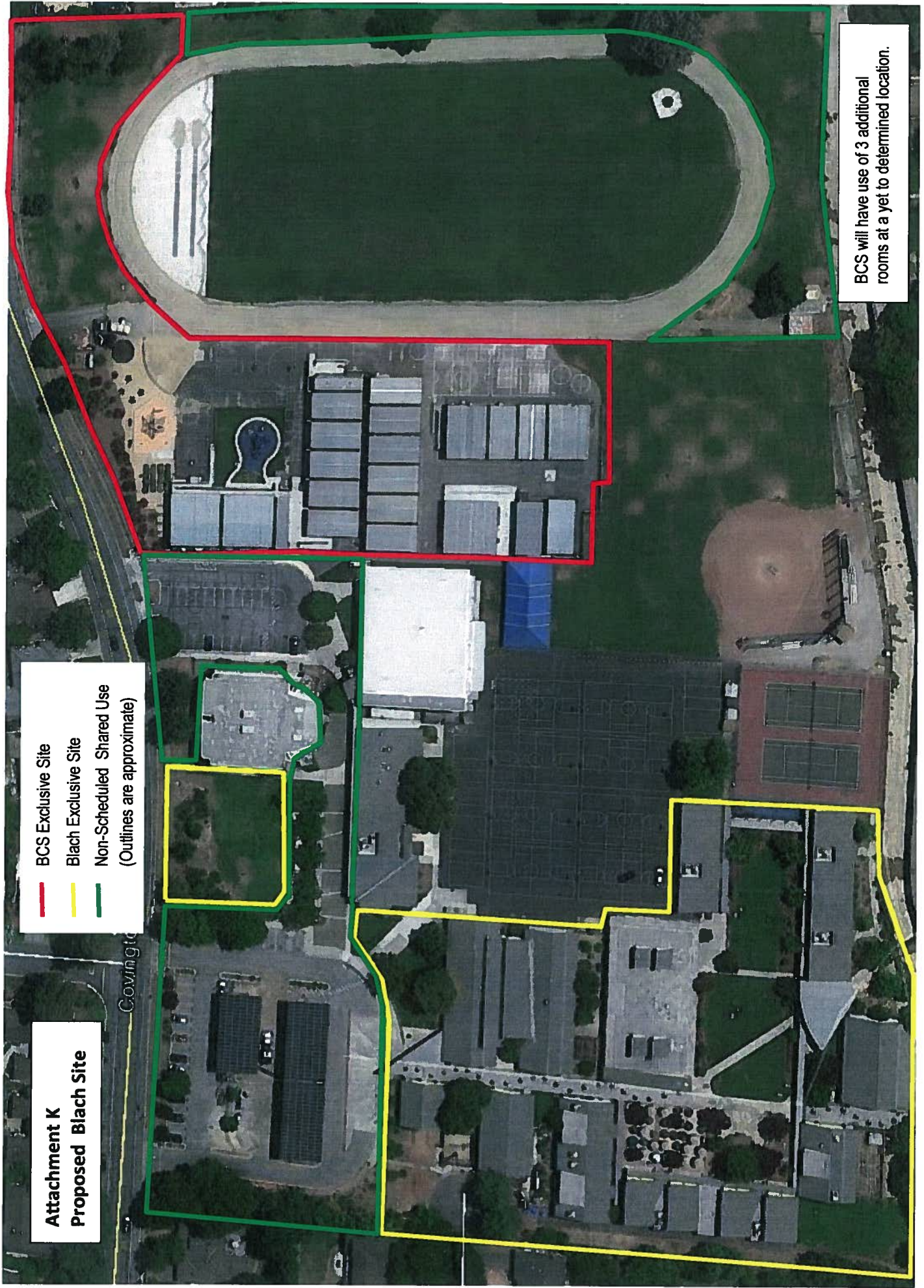
Blach Track, Field, Blacktop, Gym, Tennis Courts	40% time per Preliminary Offer
Blach MPR	40% time per Preliminary Offer
Blach MPR	20 days/year evening/weekend
Blach Drama/Chorus Room	40% time (currently allocated to BCS M,W,F 7-8am, 3-5pm)
Parking Lots	

Attachment K

Proposed Blach Site

- BCS Exclusive Site
- Blach Exclusive Site
- Non-Scheduled Shared Use
(Outlines are approximate)

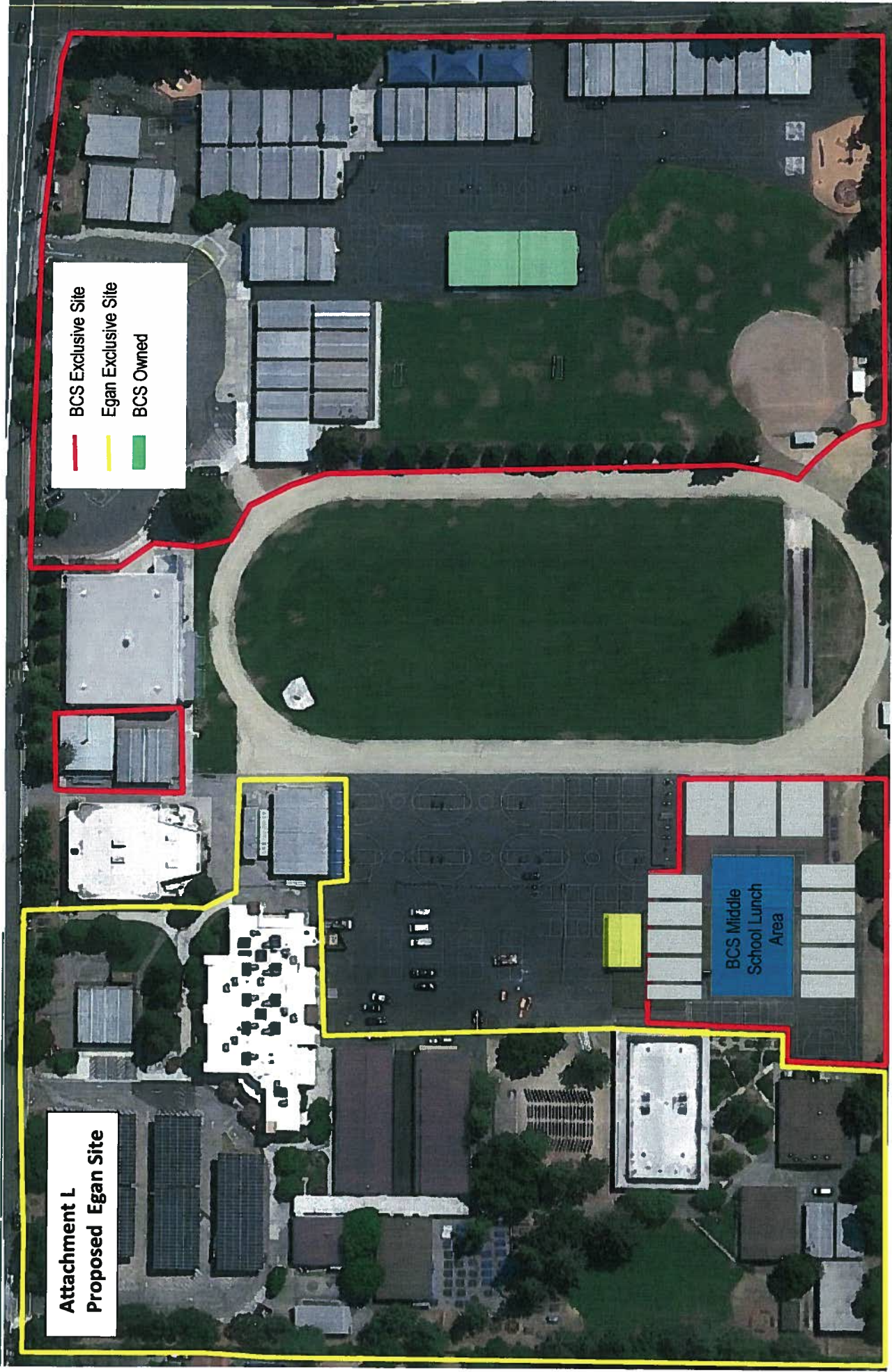
BCS will have use of 3 additional rooms at a yet to determined location.



**Attachment L
Proposed Egan Site**

- BCS Exclusive Site
- Egan Exclusive Site
- BCS Owned

BCS Middle
School Lunch
Area



**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, based on actual enrolled students, 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. The District shall only use the names and addresses for the purpose of verifying residency, shall comply with the terms of the Protective Order between the Parties applying to Charter School student address information, and will not use the information to contact such students except upon the consent on the Charter School.

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~~ June 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.

Notwithstanding the foregoing, Charter School may, at its sole discretion an expense, improve or modify the interior of any building specified as exclusive use through the addition of Furnishings and Equipment in compliance with applicable laws and regulations.

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 with~~ limits of not less than the aggregate limit specified above 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) Charter School shall mail~~ 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) Charter School shall mail~~ 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}~~-Dispute Resolution. The Parties agree to abide by the mediation provision regarding Section 5 of the Settlement Agreement with respect to any claim to enforce any provision of this Agreement, and to abide with all provision of Section 5 of the Settlement Agreement with respect to any claim related to the provision of facilities that may arise during the term of this Agreement.

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 multipurpose 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: _____

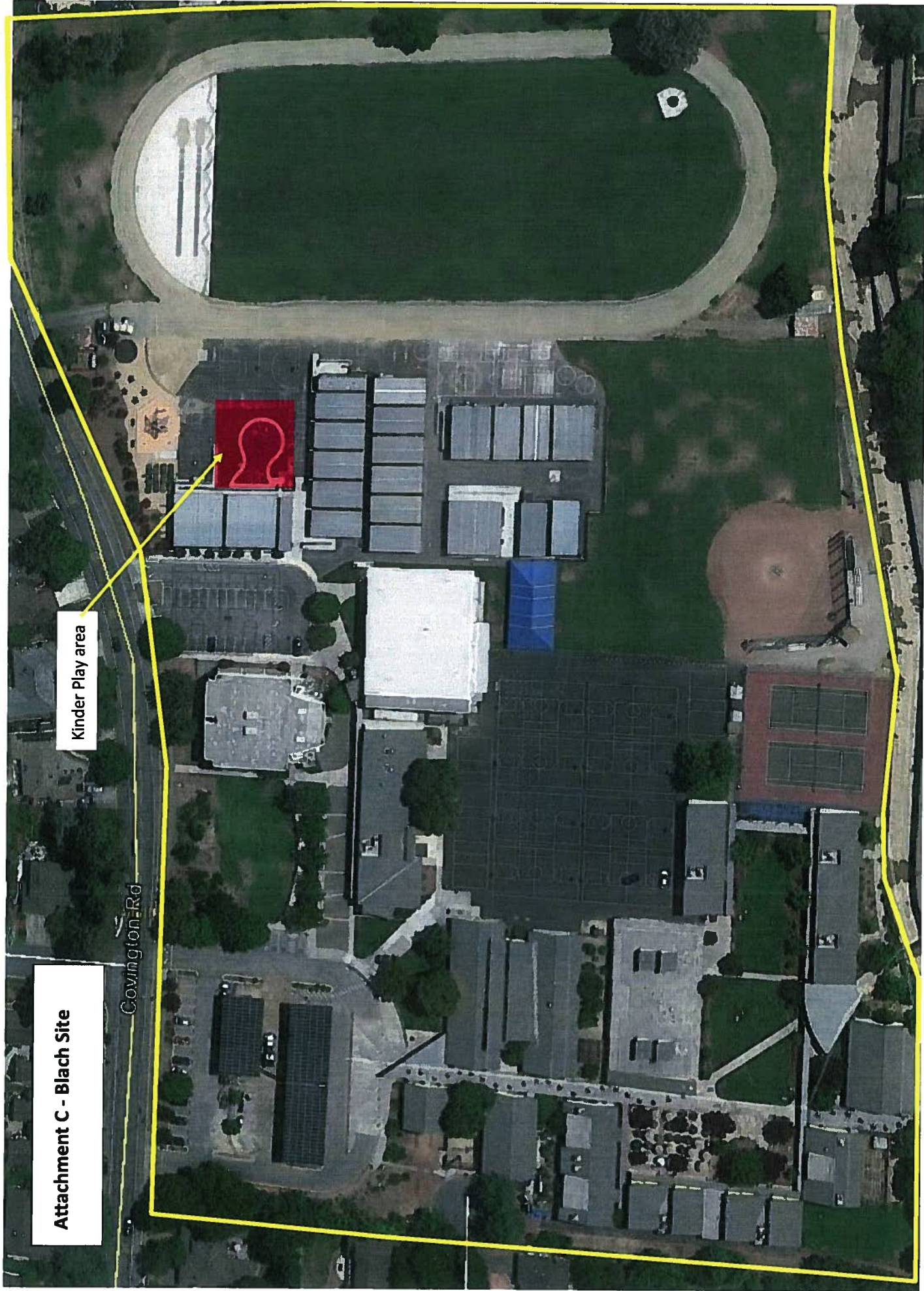
Dated: _____

Title: _____

Attachment C - Blach Site

Kinder Play area

Covington Rd

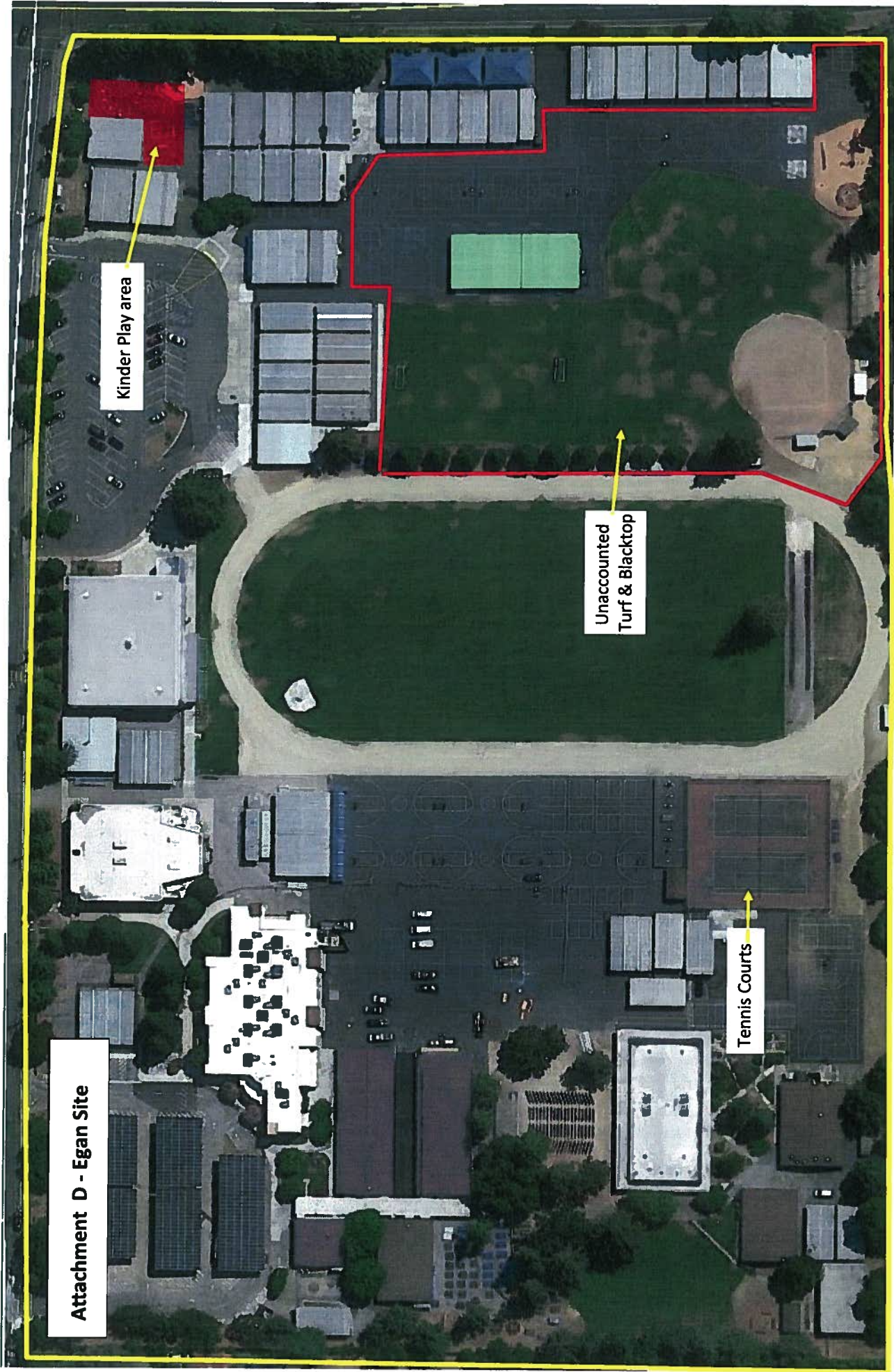


Attachment D - Egan Site

Kinder Play area

Unaccounted
Turf & Blacktop

Tennis Courts



Enrollment as of: 10/03/18
Total Enrollment: 4243

Total Elementary: 3158
 Total Jr. High: 1085
 Combined Total: 4243

Grade	ALMOND	GARDNER	COVINGTON	LOYOLA	OAK	SANTA RITA	SPRINGER	K-8 TOTALS	BLACH	EGAN	# of Classes
TK	20		1	20		18	14	73			4
K	22	17	21	21	19	19	23				
K	21	18	17	22	19	20	23	347			17
K	23		19			19					
K		4						420			21
1	20	20	23	22	25	24	24				
1	20	21	24	22	25	25	24				
1	20		22			23	24				
1			20	3		2		433			19
2	25	25	24	25	25	21	22				
2	25	24	23	25	25	21	23				
2	25		23			20	21				
2			2			3		427			18
3	24	23	23	23	25	25	24				
3	24	21	24	22	24	23	24				
3			23			25	24				
3			1	5		2	1	434			18
4	22	23	25	23	24	25	26				
4	20	20	25	21	22	22	25				
4	20		24	23	23	25					
4		3		2		2	2	447			19
5	29	22	26	25	23	29	23				
5	29	24	27	27	24	26	26				
5	29		28		24	29	26				
5			3	4		2		534			20
6	24	21	27	23	20	25	22				
6	24	23	26	22	20	23	23				
6	22		25	23	20	25	21				
6			1	1		1		463			20
7								525	233	292	
8								580	266	294	
TOTAL	488	302	15	389	387	12	462	4,243	499	586	
Total by School	488	302	585	404	387	524	468	4,243	499	586	

Enrollment as of: 10/06/17
Total Enrollment: 4403

Total Elementary: 3275

Total Jr. High: 1128

Combined Total: 4403

Grade	ALMOND	GARDNER	COVINGTON	LOYOLA	OAK	SANTA RITA	SPRINGER	K-8 TOTALS	BLANCH	EGAN
TK	23		1 (HH)	20	25	16	16	76		
K	23	19	20	22	24	25	21	423		
K	24	21	20	21	24	24	22			
K	21		20				21	499		
1	21	21	5	21						
1	20	21	22	24	22	24	20			
1	22		1	25	23	25	20			
1						1	19	400		
2	24	22	22	22	25	24	21			
2	24	22	24	24	25	25	22			
2			23			25	21			
2			1	5		1	2	426		
3	25	23	20	21	23	23	18			
3	24	22	21	23	22	22	18			
3	24		23	23	23	24	18	451		
3			3	2		2	4			
4	28	23	25	28	26	28	26			
4	27	22	25	28	24	28	26	526		
4			27							
4	27		2	4	24	1	2			
5	23	23	25	25	21	25	21			
5	23	25	27	20	21	22	22			
5					21					
5	25		1	2		25	20	470		
6	28	25	27	23	30	27	29			
6	28	20	25	22	30	25	29			
6	27		27	21		25	27	503		
6			2	2		3	4			
7								564	269	295
8								564	248	316
TOTAL	511	309	16	564	409	538	482	4,403	0	611
Total by School	511	309	590	425	409	546	486	4,403	517	611

First day, prior year: 4600
 Growth: -197

Preschool SDC: 20

