

THIRD ADDENDUM TO
AGREEMENT BETWEEN LOS ALTOS SCHOOL DISTRICT AND
BULLIS CHARTER SCHOOL FOR A TWO-YEAR CHARTER SCHOOL FACILITIES SOLUTION

This third addendum ("Third Addendum") 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" or "LASD"), and Bullis Charter School ("Charter School" or "BCS"), a California non-profit public benefit corporation operating as a public charter school. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

WHEREAS, on July 1, 2019, the Parties entered into a Two-Year Facilities Use Agreement ("Agreement") governing the allocation and use of certain District facilities which was set to expire by its own terms on June 30, 2021; and

WHEREAS, on June 19, 2020, the Parties entered into the First Addendum to the Agreement extending the term of the Agreement ("First Addendum") extending the term through June 30, 2023, and adjusting the pro-rata rate for that time period;

WHEREAS, on August 22, 2022, the Parties entered into the Second Addendum to the Agreement extending the term of the Agreement ("Second Addendum") extending the term through June 30, 2025, and adjusting the pro-rata rate for that time period;

WHEREAS, the Parties desire to amend the existing Agreement to further extend the term of Agreement for two additional years through June 30, 2027, adjusting the pro-rata rate for the Agreement for that period;

WHEREAS, the Parties make no changes to the Agreement other than those enumerated below but acknowledge that BCS may request to lease additional space, and if the District determines that space is available, the Parties may negotiate for use of such space.

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

1. **TERM.** The term of the Agreement shall be extended by two (2) years, up to and including, June 30, 2027.
2. **SHARE OF FACILITIES COSTS.** For the 2025-26 school year, BCS's pro-rata fee shall be increased by 3% from BCS's pro-rata fee for the 2024-25 school year as calculated in Section 12 of the Agreement and Section 3 of the First Addendum. For the 2026-27 school year, BCS's pro-rata fee shall be increased by 3% from BCS's pro-rata fee for the 2025-26 school year.
3. **ADDITIONAL COSTS.** Any costs associated with technology access, space reconfiguration, cleaning and/or maintenance of the Additional Space shall be the sole responsibility of BCS.
4. **ADDITIONAL SPACE.** BCS shall be allocated one additional portable at the Egan site which may be used for BCS employee workspace only. It is understood and agreed that no students will be


housed in the additional portable. The square footage for this portable will be incorporated into the calculation of the pro-rata share.

5. **TERMS OF AGREEMENT.** The Parties hereby incorporate by reference herein the terms of the Agreement as modified by the First and Second Addendums, which shall continue in full force and effect as modified herein.

IN WITNESS WHEREOF, the Parties hereby agree to the terms of the Agreement as extended and modified by this Third Addendum.

LOS ALTOS SCHOOL DISTRICT

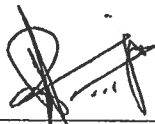
Dated: 11/22/2024



Board President
Los Altos School District

BULLIS CHARTER SCHOOL

Dated: 11/19/2024



Board Chair
Bullis Charter School