(1) The District seeks to "reserve[] the right" to place the Charter School on a "newly-constructed or alternative site" that is not indentified in the agreement. (*See* ¶ 1.A, p. 2) Bullis will not agree to waive its Proposition 39 rights for more than 10 years, but permit the District to provide an unidentified site. This is not what the parties agreed to. Bullis made it clear that it would only sign a long-term deal if there was some certainty over where Bullis would be located. The deal that the parties agreed to was clear: the District can choose to put Bullis on one of four campuses – Almond, Covington, Gardner Bullis, or Santa Rita.

(2) The District seeks to terminate the agreement if Proposition 39 is rescinded, revoked, or amended "so as to absolve the District from the obligation to provide facilities," or if another charter school seeks facilities from the District. (*See* ¶ 2.M., p. 7) However, the parties agreed to enter an agreement to lock their respective rights and obligations for the term of the agreement, regardless of whether the parties' facilities rights or obligations change during that term. Moreover, the District's language is entirely unilateral – it does not account for a change in Proposition 39 or other law in Bullis' favor. Bullis cannot agree to the District's suggested "automatic termination" of the agreement.

(3) The District seeks to limit Bullis' use and occupation to limited hours (8:00 a.m. to 3:30 p.m.) during only the "instructional year." (*See* ¶ 1.F, p. 3) This misses the point of the deal. While Bullis recognizes the possibility of reasonable community usage of any public school facilities, the point of the discussions was to reach an agreement regarding a full-time, exclusive-use, year-round site for Bullis. Bullis must be permitted to use that site in a manner consistent with the law and its educational mission throughout the entire year. Likewise, Bullis should not be required to end its after-school activities and programs. The District's language undermines the most basic tenet of this deal – that Bullis gets an exclusive site for 10 years.

(4) The District seeks to make Bullis responsible for ensuring that the facilities that *the District* provides are ADA and FEHA compliant. (*See* ¶ 15.C, p. 21) The District cannot reasonably suggest that it can provide facilities that do not comply with applicable laws. Any facilities that the District provides must comply with the law. Similarly, the District seeks to make Bullis responsible for "major" maintenance. This is not consistent with the law, which requires the District to be responsible for major maintenance. (Cal. Code Regs., tit. 5, § 11969.4(b)) The District should continue to be responsible for maintenance of facilities provided to Bullis.

(5) The District seeks to reserve the option of housing K-8 students, as well as other unspecified programs, on the Covington site, even if that is the site it chooses as Bullis' permanent home. (*See* ¶ 1.K, p. 4) The point of an agreement for an exclusive site is, in part, to reduce the congestion, coordination, and community relations problems caused by co-locating two schools on the same campus. Bullis told the District that in order to agree to non-exclusive use of Covington as a permanent option, Bullis would not agree to having additional K-8 students on that site and that there must be limits on the District's loading of its portion of Covington. This issue is significant, in part because of student population limits on the Covington site. For example, if the District placed 200 K-8 students on the Covington site, that could materially impact the number of students that Bullis could enroll, or otherwise impact Bullis' use of its facilities. If this is not acceptable to the District, Bullis is willing to drop Covington from the list of possible school sites.

(6) The District tries to maintain the option of providing Bullis with an unidentified "alternative set of schools" if any of the four possibility school sites – Almond, Covington, Gardner Bulis, or Santa Rita – are converted to charter schools. (*See* ¶ 1.N, p. 5; 2.M, p. 7) Bullis will not agree to this. If any one of those schools is converted to a charter school (highly unlikely), the District should provide Bullis with one of the other four sites.

(7) The District asks Bullis to waive *all* potential claims against the District, "whether such claims be based on Proposition 39 or not." (*See* ¶ 2.I, pp. 6-7) The District's proposed release is too broad, and exceeds the scope of the negotiations and this agreement, which relate to Proposition 39 rights and obligations.

(8) The District asks Bullis to pay for any litigation that might arise from moving Bullis to a new site. (*See* ¶ 5.C, p. 10) This was never discussed. There is no reason for Bullis to have to pay for the District's cost of defending such litigation. The District is required to provide Bullis with reasonable facilities and Bullis has already agreed to waive its right to recover substantial legal fees and costs as part of this proposed agreement.

(9) The District refuses to identify a date by which it will determine which of the four school sites Bullis will be provided. (*See* ¶ 1.E, p. 3) Moving Bullis will require careful planning and coordination. The parties agreed that it is in the interest of each that a school be identified immediately after the November 2012 election. The site should be identified no later than November 30, 2012.

(10) The District seeks to add a portable to Bullis' permanent site for every additional 25 in-District students. (*See* ¶ 1.H, p. 3) As we have discussed, this is not adequate because it does not account for the other space that the District is required to provide under Proposition 39 and is less than the total space provided to students at comparable schools, and because students do not arrive in grade-lumped cohorts of 25 students.