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**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**ADMINISTRATIVE OFFICES**

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**MEGAN K. REILLY**  
Interim Superintendent

**VERONICA R. ARREGUIN**  
Chief Strategy Officer

January 31, 2022

Yvette King-Berg, Executive Director  
Bert Corona Charter High  
12513 Gain Street  
Pacoima CA, 91331

**VIA E-MAIL**  
ykingberg@ypics.org

**RE: PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT**

Dear Charter School Operator,

The Los Angeles Unified School District (“District”) has agreed to enter into this alternative agreement pursuant to California Code of Regulations, title 5, section 11969.1, subdivision (b), with YPI Charter Schools, Inc. (“YPI”), operating that charter school known as Bert Corona Charter High (“Charter School”), in connection with Charter School’s November 1, 2020 Proposition 39 facilities request for the 2021-22 school year and Charter School’s November 1, 2021 Proposition 39 facilities request for the 2022-23 school year.

1. Allocation of Space for the 2021-22 School Year

YPI (on behalf of Charter School) has agreed to accept the District’s offer of the following space at the Maclay Middle School campus (“School Site”) for the 2021-22 school year:

- Charter School’s exclusive use of:
  - Seven (7) teaching stations (rooms 45, 46, 47, CS10, CS11, CS12, and CS13),
  - Three (3) special education spaces (rooms 37A, 38A, and CS9), and
  - One (1) administrative office (room CS14A/CS14B/CS14C/CS14D);
- Charter School will have shared use of the following spaces, with 100% allocation to Charter School: rooms 39 and 44. No additional facilities modifications will be made to these spaces (e.g., intrusion alarm, data/internet connectivity, PA/bells, etc.) and they will be furnished and equipped by Charter School at Charter School’s sole cost; and
- Charter School will have access to the shared use of other non-teaching station space, except for the faculty lounge, library, parent center, and garden/agriculture and outdoor dining areas, pursuant to the terms and requirements outlined in the District’s standard Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”) for the 2021-22 school year that was executed by Charter School on or about May 19, 2021, as may be amended by written agreement between the parties. The terms of this alternative agreement fully set forth all of Charter School’s

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exclusive use and shared use spaces at School Site for the 2021-22 school year, and Charter School will not occupy any other spaces.

The District will provide Charter School an amendment to the Use Agreement (“Amendment to 2021-22 Use Agreement”) for the 2021-22 school year shortly, reflecting the revisions to Charter School’s shared use spaces set forth above and its Pro Rata Share Charge. Charter School will execute and return the Amendment to 2021-22 Use Agreement within five (5) business days of receiving it from the District and will comply with all of its terms, including, but not limited to, the terms regarding payment of the Pro Rata Share Charge.

### 2. Allocation of Space for the 2022-23 School Year

YPI (on behalf of Charter School) has agreed to accept the District’s offer of the following space at School Site for the 2022-23 school year:

- Charter School’s exclusive use of:
  - Seven (7) teaching stations (rooms 45, 46, 47, CS10, CS11, CS12, and CS13),
  - Three (3) special education spaces (rooms 37A, 38A, and CS9), and
  - One (1) administrative office (room CS14A/CS14B/CS14C/CS14D);
- Charter School will have shared use of the following spaces, with 100% allocation to Charter School: rooms 39 and 44. No additional facilities modifications will be made to these spaces (e.g., intrusion alarm, data/internet connectivity, PA/bells, etc.) and they will be furnished and equipped by Charter School at Charter School’s sole cost; and
- Charter School will have access to the shared use of other non-teaching station space, except for the faculty lounge, library, parent center, and garden/agriculture and outdoor dining areas, pursuant to the terms and requirements outlined in the District’s standard Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”) for the 2022-23 school year that the District will provide to Charter School shortly. The terms of this alternative agreement fully set forth all of Charter School’s exclusive use and shared use spaces at School Site for the 2022-23 school year, and Charter School will not occupy any other spaces.

Charter School will execute and return the Use Agreement for the 2022-23 school year within five (5) business days of receiving it from the District and will comply with all of its terms, including, but not limited to, the terms regarding payment of the Pro Rata Share Charge.

### 3. Preparing Space for Occupancy

Although the District will proceed in good faith to complete all associated work (e.g., separation of the intrusion alarm/PA system for exclusive use spaces, re-keying, etc.), if any, at School Site as soon as reasonably possible, YPI (on behalf of Charter School) agrees to waive all legal claims against the District based on any potential failure to timely complete the work at least ten (10) working days before Charter School’s first day of instruction for the 2021-22 and 2022-23 school years. The District will make every reasonable attempt to work with Charter School so as not to interrupt Charter School’s operations. YPI

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(on behalf of Charter School) acknowledges, however, that executing all work necessary for Charter School may cause some disruptions and will work with the District to minimize such impacts.

#### 4. Payment Obligations

YPI and the District acknowledge that Charter School currently has an outstanding debt of \$10,716.68 to the District for (1) Charter School's "after hours" use of District facilities (\$4,504.33), and (2) Charter School's 2020-21 Pro Rata Share Charge (\$6,212.35) (representing the outstanding undisputed amount only; the disputed amount remains in escrow). As a mandatory condition precedent to Charter School's right to occupy any District-owned facilities in the 2022-23 school year pursuant to this agreement, YPI (on behalf of Charter School) agrees to pay the District \$10,716.68 within thirty (30) days of full execution of this alternative agreement, for Charter School's outstanding debts. If YPI fails to timely make this payment, YPI (on behalf of Charter School) authorizes and the District shall have the right, but not the obligation, to deduct the amount of \$10,716.68 from Charter School's revenue account. If payment has already been made to all or a portion of this amount, YPI shall provide supporting documents to the District with the executed alternative agreement.

Except as set forth herein, this alternative agreement does not release, waive, or otherwise impact in any manner YPI's existing obligations (on behalf of Charter School) to pay the District any and all outstanding amounts due and owing or will become due and owing, for past, present, or future school years, for (a) the Pro Rata Share Charge, (b) Charter School's "after hours" use of District facilities, (c) Charter School's summer occupancy at District facilities (if any), (d) reimbursement obligations for over-allocated space (if any), and/or (e) any other payment obligations Charter School may incur (or have already incurred). YPI and the District acknowledge that the pending dispute regarding Charter School's reimbursement obligations for over-allocated space from the 2016-17, 2017-18, and 2018-19 school years, and the District's claim for over-allocation reimbursement from Charter School for the 2019-20 school year, remain unresolved and will be addressed separately from this alternative agreement. Nothing in this alternative agreement shall diminish or otherwise alter any of the parties' existing legal rights and defenses regarding reimbursement obligations (if any) for over-allocated space due and owing by Charter School.

#### 5. Collaboration with the District

As a material term of this alternative agreement, Charter School agrees to collaborate in good faith with the District, including, but not limited to, Charter Schools Division, Community Relations, Local District Northeast, the Board office, and School Site administrators, regarding community engagement/outreach (such as attending and participating in community meetings) to address questions, concerns, and other issues related to the co-location throughout the term of Charter School's occupancy of the facilities at School Site. In addition, Charter School's principal and/or designated representative agree to meet with the District school principal and/or designated representative at least once per quarter, as facilitated by Local District Central, to mutually address issues related to the ongoing co-location and shared use of the School Site facilities.

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### 6. Reporting ADA

As an additional material term of this alternative agreement, YPI (on behalf of Charter School) agrees to comply with all applicable laws and regulations relating to Charter School's reporting of ADA data to the District for the 2021-22 and 2022-23 school years. Charter School agrees to record and track student attendance, including Charter School's in-district and total ADA and in-district and total classroom ADA by school site (i.e., at School Site and any other location(s) at which Charter School will operate), and to maintain records documenting such data. Charter School agrees that, upon the District's request, it will report such data and provide supporting records to the District.

### 7. Reimbursement Obligations for Over-Allocated Space

YPI acknowledges that Charter School remains subject to potential reimbursement obligations for over-allocated space in the 2021-22 and 2022-23 school years pursuant to California Code of Regulations, title 5, section 11969.8. For purposes of determining whether space is considered to be over-allocated in accordance with California Code of Regulations, title 5, section 11969.8, and for purposes of determining whether fees may be assessed for facilities-related services due to resulting increased impacts and costs as stated in section 9 of Exhibit C to the applicable Use Agreement, Charter School's projected in-district classroom ADA on which the facility allocation is based is as follows: 2021-22 school year – 181.56 and 2022-23 school year – 164.08. (Note: No in-district classroom ADA from any location(s) operated by Charter School other than School Site shall be included when determining potential reimbursement obligations for over-allocated space.)

### 8. Dismissal, Release, and Waiver

As a mandatory condition precedent to this alternative agreement, YPI (on behalf of Charter School) hereby dismisses with prejudice the pending dispute (initiated by Charter School against the District via Written Notifications dated April 30, 2021) regarding aspects of the District's April 1, 2021 Final Notification of Space Offered to Charter School that allegedly violate the substantive and procedural requirements of Proposition 39 and its implementing regulations.

As a result of this Alternative Agreement, YPI (on behalf of Charter School) does not challenge the District's compliance with Proposition 39 for the 2022-23 school year. Except as otherwise set forth herein, YPI (on behalf of Charter School) fully, finally, and without limitation, releases, waives, covenants not to sue, and forever discharges the District from any and all past, present, and future rights, claims, obligations, cross-claims, counter-claims, demands, liabilities, actions, causes of action whether in law or in equity, suits, rights of indemnity (legal and equitable), defenses, damages, losses, attorneys' fees, costs, expenses, consultant and expert fees, interest, penalties, and compensation, of whatever nature, known or unknown, fixed or contingent, suspected or unsuspected, that YPI or Charter School now has, or may ever have, against the District that arise out of, or are in any way related to, the District's Proposition 39 compliance for the 2022-23 school year, or any previous school years. YPI (on behalf of Charter School) acknowledges that it is aware of, and familiar with, section 1542 of the California Civil Code, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." With full awareness and understanding of this provision, YPI (on behalf of Charter School) waives and relinquishes

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any and all rights and benefits it may have under section 1542 of the California Civil Code, or common law principles to the same or similar effect. In connection with such waiver and relinquishment, YPI (on behalf of Charter School) hereby acknowledges that it may hereinafter discover claims or facts in addition to or different from those which it now knows and/or believes to exist with respect to the foregoing, but that it hereto intends to and hereby does fully, finally, and forever waive and release all of the disputes and differences against the District, whether known or unknown, suspected or unsuspected, fixed or contingent which concern, arise out of, or are in any way connected with the foregoing.

9. “One-Year Only” Arrangement

YPI hereby acknowledges that Charter School’s occupancy of the District’s facilities identified herein for the 2021-22 and 2022-23 schools years does not create any obligation for the District to offer or allocate, or any expectation by YPI or Charter School to receive, any of these same spaces for Charter School’s use in subsequent school years. In other words, this is a “one-year only” arrangement for each of the 2021-22 and 2022-23 school years.

10. Alternative Agreement Supersedes Final Offer for the 2021-22 School Year

This alternative agreement supersedes: (a) the District’s April 1, 2021 Final Notification of Space Offered to Charter School pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (h); and (b) Charter School’s written notification to the District whether or not it intends to occupy the offered space pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (i) (if any), both of which are hereby null and void.

11. Waiver of Preliminary Proposal and Final Offer for the 2022-23 School Year

As a result of this alternative agreement, Charter School (a) waives receipt of a Preliminary Proposal and Final Notification of Space Offered to Charter School for the 2022-23 school year pursuant to California Code of Regulations, title 5, section 11969.9, subdivisions (f) and (h); and (b) shall not be obligated to issue written responses / notifications to the District pursuant to California Code of Regulations, title 5, section 11969.9, subdivisions (g) and (i).

12. Expiration

**PLEASE NOTE:** This alternative agreement must be signed by an authorized representative of YPI on behalf of Charter School and **returned via email ([prop39@lausd.net](mailto:prop39@lausd.net)) to the District by January 31, 2022.** Failure to do so will automatically result in the District’s withdrawal of its willingness to enter into this alternative agreement. Electronic signatures and/or signature pages transmitted by facsimile and/or electronic mail shall be treated as originals.

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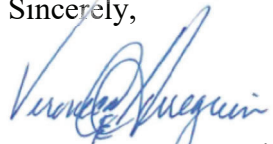
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Please confirm YPI's acknowledgement, on behalf of Charter School, of the terms of this alternative agreement by signing in the space below and returning this document.

Sincerely,



Veronica R. Arreguin  
Chief Strategy Officer

c: Megan K. Reilly  
Devora Navera Reed  
José Cole-Gutiérrez  
Marla Willmott  
Jeanette Borden  
Oswaldo Bonilla

**RE: PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT**

By signing below, I represent that I have the authority to enter into this Proposition 39 request for facilities alternative agreement, and confirm YPI's acceptance on behalf of Charter School.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date