



LOS ANGELES UNIFIED SCHOOL DISTRICT
Office of the Chief Strategy Officer

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August 8, 2024

Yvette King-Berg
Executive Director
Bert Corona Charter High School
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, 2022 facilities request for the 2023-24 school year and Charter School’s November 1, 2023 Proposition 39 facilities request for the 2024-25 school year.

1. Allocation of Space for the 2023-24 School Year

Related to Charter School’s November 1, 2022 Proposition 39 facilities request, YPI (on behalf of Charter School) has agreed to accept the District’s offer of the following space at the Charles Maclay Middle School campus (“Maclay”) for the 2023-24 school year:

- Charter School’s exclusive use of:
 - Nine (9) teaching stations (rooms 39, 44, 45, 46, 47, CS10, CS11, CS12, and CS13),
 - Three (3) special education spaces (rooms 37A, 38A and CS9), and
 - One (1) administrative office (room CS14/CS14A/CS14B/CS14C/CS14D);
- Charter School had shared use of the student restrooms located in the gym (space IDs 25545 and 27756) and next to classroom 37 (space IDs 29043 and 29041), each allocated at Charter School’s maximum shared use space percentage. Charter School had shared use of the student restrooms located next to classroom CS13 (space IDs 227268 and 227267), and faculty restrooms in main office (space ID 260143) and CS13 (space ID 264713), all with 100% allocation to Charter School. Charter School was offered shared use access to all student and faculty restrooms at Maclay but opted to have shared use of the aforementioned restrooms only. Except as specified herein, Charter School did not have shared use of any other restrooms at Maclay; and

PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT

YPI Charter Schools / Bert Corona Charter High School

August 8, 2024

Page 2 of 6

- Charter School had access to the shared use of other non-teaching station space at Maclay, with exception to the college and career center, computer lab, faculty lounge/dining area, library, parent center, garden/agriculture, outdoor dining, and quad, pursuant to the terms and requirements outlined in the Single-Year Co-Location Charter School Facilities Use Agreement for the 2023-24 school year that Charter school executed on or about April 28, 2023 (“2023-24 Use Agreement”), as may be amended by written agreement between the parties. The terms of this alternative agreement fully set forth all of Charter School’s exclusive use and shared use spaces at Maclay for the 2023-24 school year.

The District will provide Charter School an amendment to the 2023-24 Use Agreement (“Amendment to 2023-24 Use Agreement”) shortly, reflecting the revisions to Charter School’s shared use spaces set forth above and its Pro Rata Share Charge. YPI (on behalf of Charter School) will execute and return the Amendment to 2023-24 Use Agreement within seven (7) calendar 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 2024-25 School Year

Related to Charter School’s November 1, 2023 Proposition 39 facilities request, YPI (on behalf of Charter School) has agreed to accept the District’s offer of the following space at Maclay for the 2024-25 school year:

- Charter School’s exclusive use of:
 - Ten (10) teaching stations (rooms 38A, 39, 44, 45, 46, 47, CS10, CS11, CS12, and CS13),
 - Two (2) special education spaces (rooms 37A and CS9), and
 - One (1) administrative office (room CS14/CS14A/CS14B/CS14C/CS14D);
- Charter School will have shared use of the student restrooms located in the gym (space IDs 25545 and 27756) and next to classroom 37 (space IDs 29043 and 29041), each allocated at Charter School’s maximum shared use space percentage. Charter School will have shared use of the student restrooms located next to classroom CS13 (space IDs 227268 and 227267), and faculty restrooms in main office (space ID 260143) and CS13 (space ID 264713), all with 100% allocation to Charter School. Charter School was offered shared use access to all student and faculty restrooms at Maclay but opted to have shared use of the aforementioned restrooms only. Except as specified herein, Charter School will not have shared use of any other restrooms at Maclay; and
- Charter School will have access to the shared use of other non-teaching station space at Maclay, with exception to the college/career center, computer lab, faculty lounge/dining room, library, parent center, garden/agriculture, handball walls, outdoor dining and quad, pursuant to the terms and requirements outlined in the District’s standard Single-Year Co-Location Charter School Facilities Use Agreement for the

PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT

YPI Charter Schools / Bert Corona Charter High School

August 8, 2024

Page 3 of 6

2024-25 school year (“2024-25 Use Agreement”) 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 Maclay for the 2024-25 school year, and Charter School will not occupy any other spaces.

YPI (on behalf of Charter School) will execute and return the 2024-25 Use Agreement within seven (7) calendar 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 Maclay 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 2023-24 and 2024-25 school years. The District will make every reasonable attempt to work with Charter School so as not to interrupt Charter School’s operations. YPI (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

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). Nothing in this alternative agreement shall diminish or otherwise alter any of the District’s existing legal rights to all outstanding amounts due and owing by YPI (on behalf of Charter School), including reimbursement obligations for over-allocated space for any past, present, or future school years.

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, Region North, the Board office, and Maclay 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 Maclay. In addition, Charter School’s principal and/or designated representative agree to meet with Maclay’s principal and/or designated representative

PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT

YPI Charter Schools / Bert Corona Charter High School

August 8, 2024

Page 4 of 6

at least once per quarter, as facilitated by Region North, to mutually address issues related to the ongoing co-location and shared use of the Maclay facilities.

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 2023-24 and 2024-25 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 Maclay 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

Charter School remains subject to potential reimbursement obligations for over-allocated space in the 2023-24 and 2024-25 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 for the 2023-24 school year is 184.21, and for the 2024-25 school year is 203.32. (Note: No in-district classroom ADA from any locations operated by Charter School other than Maclay shall be included when determining potential reimbursement obligations for over-allocated space.)

8. Releases

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 2023-24 or 2024-25 school years. 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 and/or Charter School now have, 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 2023-24 and 2024-25 school years, 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

PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT

YPI Charter Schools / Bert Corona Charter High School

August 8, 2024

Page 5 of 6

awareness and understanding of this provision, YPI (on behalf of Charter School) waives and relinquishes 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 (on behalf of Charter School) hereby acknowledges that Charter School’s occupancy of the District’s facilities identified herein for each of the 2023-24 and 2024-25 school 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 2023-24 and 2024-25 school years.

10. Alternative Agreement Supersedes

This alternative agreement supersedes: (a) the District’s March 31, 2023 and April 1, 2024 Final Notifications of Space Offered to the Charter School pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (h), for the 2023-24 and 2024-25 school years, respectively; and (b) Charter School’s written notifications to the District whether or not it intends to occupy the offered space for the 2023-24 and 2024-25 school years pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (i) (if any), all of which are hereby null and void.

11. 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) to the District within seven (7) calendar days of the date of this communication.** 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.

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.

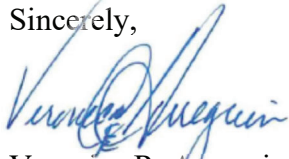
PROPOSITION 39 REQUEST FOR FACILITIES ALTERNATIVE AGREEMENT

YPI Charter Schools / Bert Corona Charter High School

August 8, 2024

Page 6 of 6

Sincerely,



Veronica R. Arreguin
Chief Strategy Officer

c: Alberto M. Carvalho
José Cole-Gutiérrez
Marla Willmott
Jeanette Borden
Daniel Hwang
Valentina Cardenas

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