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JOHN E. DEASY, Ph.D.  
SUPERINTENDENT OF SCHOOLS

June 7, 2014

**VIA EMAIL**  
[josh.mclaughlin@focusfeatures.com](mailto:josh.mclaughlin@focusfeatures.com)

Josh McLaughlin  
Board Chair  
Citizens of the World Charter Schools – Los Angeles  
1316 Bronson Avenue  
Los Angeles, CA 90028

**RE: PROPOSITION 39 – CITIZENS OF THE WORLD CHARTER SCHOOL 3**

Dear Mr. McLaughlin,

This communication is sent to you as Chair of the Board of Directors for Citizens of the World Charter School 3 (“CWC”) regarding the Proposition 39 process in connection with CWC’s facilities request for the upcoming 2014-15 school year. After considerable deliberation, I have made the decision to extend the enclosed Proposition 39 alternative agreement proposal to CWC. It was an extremely difficult decision, and was made after weighing a multitude of factors impacting students, staff and parents in several school communities. It is within the paradigm of continuously seeking to serve the best interests of all public students in Los Angeles that it is proposed.

To be clear, my decision to propose the enclosed alternative agreement is not based on any legal obligation. To the contrary, the District fully complied with all of the mandates imposed by Proposition 39 and its implementing regulations. Notably, the District timely presented a final offer at Stoner Elementary School on April 1, 2014. CWC then had a legal duty to notify the District in writing whether or not it intended to occupy the space offered by no later than May 1, 2014, but did not do so. The Proposition 39 implementing regulations declare that the space shall then remain available for District programs, and CWC shall not be entitled to use facilities of the District in the 2014-15 school year. On May 8, Prop. 39 staff sent a written confirmation to CWC that the District had not received a May 1 written notification, and only then did CWC submitted a written response on May 9.

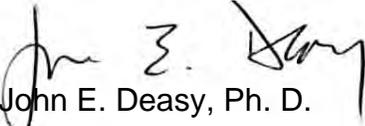
Despite no legal obligation to do so, on May 14 I sent CWC a proposed alternative agreement to co-locate its entire projected in-district population at Horace Mann Middle School. However, CWC did not provide any response prior to the established deadline. Thereafter, I also accepted a request to meet directly with CWC parents last week to discuss the current co-location situation at Stoner ES as well as CWC’s facilities challenges after its administration did not timely address Proposition 39’s legal mandates or my proposed alternative agreement.

Taking all relevant factors into account, I reiterate my final determination that CWC will not be co-located at Stoner ES in the 2014-15 school year. It must also be highlighted that a significant number of set aside spaces critical to existing educational programs, especially at Loyola Village Elementary School and Kentwood Elementary School – such as those used for art, childcare, computer labs, itinerant workrooms, intervention and counseling spaces – have all been identified for potential elimination in order to make space available to CWC. These cuts are in addition to all of the other significant disruptions students and staff would endure as a result of experiencing a co-location.

Time is of the essence. More than two months has passed since the District's April 1 final offer was submitted to CWC, and a series of tasks would need to occur in order to turn a potential co-location into reality. For instance, if CWC were to accept, District teachers and their effects must be relocated, environmental impact analyses completed, facilities renovations made, furniture and equipment procured/moved, shared schedules coordinated, and written agreements executed. As such, I look forward to hearing from CWC within the deadline established in the enclosed.

Thank you for your dedication to the education of the children of Los Angeles.

Sincerely,



John E. Deasy, Ph. D.

Encl.

c: José Cole-Gutiérrez  
Sean Jernigan  
Amy Dresser Held

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Josh McLaughlin  
Board Chair  
Citizens of the World Charter Schools – Los Angeles  
1316 Bronson Avenue  
Los Angeles, CA 90028

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

Dear Charter School Operator,

After considerable deliberation, weighing a multitude of factors impacting students, staff and parents in several school communities, and within the paradigm of continuously seeking to serve the best interests of all public students in Los Angeles, the Los Angeles Unified School District (“District”) has agreed to enter into this alternative agreement, pursuant to 5 CCR section 11969.1(b), with Citizens of the World Charter Schools – Los Angeles (“Citizens”), operating a charter school known as Citizens of the World Charter School 3 (“Charter School”), in connection with the Charter School’s November 1, 2013 Proposition 39 Facilities Request.

Specifically, as confirmed at the bottom of this agreement, Citizens, on behalf of Charter School, has agreed to accept the District’s offer of either Option A or Option B (but not both), as described below, and all associated conditions set forth herein, for the 2014-15 school year:

**Option A (Mann MS):**

- Charter School’s exclusive use of nine (9) furnished and equipped teaching stations, and one (1) furnished and equipped administrative office on the Horace Mann Middle School campus;
- Charter School will have access to the shared use of other non-teaching station space pursuant to the terms and requirements outlined in the District’s standard Single Year Co-Location Use Agreement (“Use Agreement”) that the District will provide to you shortly;
- Charter School agrees to all other terms of the Use Agreement, including the terms regarding payment of the Pro-Rata Share; and

- Charter School agrees to pay the District \$50,000 as a deposit, by cashier's check or money order only, by no later than June 16, 2014, based on the District's current good faith estimate of costs the District will incur to make the spaces at Horace Mann Middle School available to Charter School. These estimated costs are for a scope of work that includes, but is not limited to, moving costs, alarm, data, phones, PA, and furniture and equipment. The parties acknowledge that this figure is based on an estimated cost. If the District's actual costs exceed the estimated cost, Charter School agrees to pay the District the difference. If the District's actual costs to complete the work are less than the estimated cost, the District will refund the difference to Charter School. Once payment is received from Charter School and all documentation is fully executed, furniture and equipment (as needed) will be ordered, but work will not commence until after the District's obligations of all other Proposition 39 sites has been completed.

-- OR --

**Option B (Loyola Village ES and Kentwood ES):**

- Charter School's exclusive use of five (5) furnished and equipped teaching stations and one (1) furnished and equipped administrative office on the Loyola Village Elementary School campus;
- Charter School's exclusive use of two (2) furnished and equipped teaching stations and one (1) furnished and equipped administrative office on the Kentwood Elementary School campus;
- Charter School will have access to the shared use of other non-teaching station space at these campuses pursuant to the terms and requirements outlined in the Use Agreements that the District will provide to you shortly;
- Charter School agrees to all other terms of the Use Agreements, including the terms regarding payment of the Pro-Rata Share; and
- Charter School agrees to pay the District \$50,000 as a deposit, by cashier's check or money order only, by no later than June 16, 2014, based on the District's current good faith estimate of costs the District will incur to make the spaces at Loyola Village Elementary School and Kentwood Elementary School available to Charter School. These estimated costs are for a scope of work that includes, but is not limited to, moving costs, alarm, data, phones, PA, and furniture and equipment. The parties acknowledge that this figure is based on an estimated cost. If the District's actual costs exceed the estimated cost, Charter School agrees to pay the District the difference. If the District's actual costs to complete the work are less than the estimated cost, the District will refund the difference to Charter School. Once payment is received from Charter School and all documentation is fully executed, furniture and equipment (as needed) will be ordered, but work will not commence until after the District's obligations of all other Proposition 39 sites has been completed.

Regardless of whether Charter School chooses Option A or Option B, above, Citizens, on behalf of Charter School, also agrees to the following:

- Charter School hereby acknowledges it failed to notify the District in writing whether or not it intended to occupy the offered space in the District's April 1, 2014 final notification of space offered by the deadline imposed by 5 CCR section 11969.9(i);
- Charter School hereby acknowledges that its occupancy of the District's facilities for the 2014-15 school year represents an allocation of space beyond the District's legal obligations pursuant to Proposition 39, and this arrangement does not create any obligation for the District to offer or allocate these same spaces for Charter School's use in subsequent school years. In other words, this is a "one-year only" arrangement for the 2014-15 school year. If Charter School submits a Proposition 39 facilities request for the 2015-16 school year, its facilities request and the District's resulting offer of facilities will not take into consideration Charter School's actual location in the 2014-15 school year;
- Charter School agrees that, if and when in the future it vacates the space it opts to occupy herein, it will pay the District, by cashier's check or money order only, and no later than 30 days after written demand is made by the District, an amount based on the District's then good faith estimate of costs the District will incur to revert the spaces back to conditions reasonably equivalent to their current conditions and uses. The parties acknowledge that this figure will be based on an estimated cost, and will only be due and owing if the District actually incurs any costs. If the District's actual costs exceed the estimated cost, Charter School agrees to pay the District the difference. If the District's actual costs to complete the work are less than the estimated cost, the District will refund the difference to Charter School;
- While the District will proceed in good faith to complete all work and procure items as soon as reasonably possible, by agreeing to occupy facilities at this later date Charter School agrees to waive all legal claims against the District based on any potential failure to timely complete the work and/or furnish and equip the space at least ten (10) working days before Charter School's first day of instruction. Notwithstanding the foregoing, the District will provide Charter School with access to its exclusive use space by no later than ten (10) working days before Charter School's first day of instruction. The District will make reasonable attempts to work with Charter School so as not to interrupt Charter School's operations. 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; and
- Charter School will collaborate in good faith with the District, including, but not limited to, Prop. 39 staff, Charter Schools Division, Community Relations, Education Service Center West, and/or District school administrators, regarding community engagement / outreach to address questions, concerns and other issues related to the co-location leading up to and throughout the term of its occupancy.

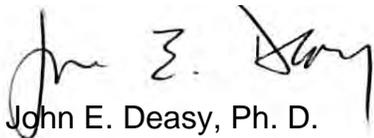
- As a result of this alternative agreement, Charter School does not challenge the District's compliance with Proposition 39 for the 2014-15 school year, and remains subject to potential reimbursement obligations for over-allocated space per 5 CCR section 11969.8. This alternative agreement supersedes the District's April 1, 2014 Final Notification of Space Offered to Charter School pursuant to 5 CCR section 11969.9(h), Charter School's May 9, 2014 written notification pursuant to 5 CCR section 11969.9(i), and the District's May 14, 2014 proposed alternative agreement to which Charter School did not previously respond – all of which are hereby null and void.

**PLEASE NOTE:** This alternative agreement must be signed by an authorized representative of Charter School and **returned via email ([prop39@lausd.net](mailto:prop39@lausd.net)) to the District by no later than Thursday, June 12, 2014 at 4:00 p.m.** Failure to do so will automatically result in the District's withdrawal of its willingness to enter into this alternative agreement.

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

We look forward to finding such mutually workable solutions on behalf of all students.

Sincerely,



John E. Deasy, Ph. D.

c: José Cole-Gutiérrez  
Sean Jernigan  
Amy Dresser Held

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

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

Please mark one:  Option A

Option B

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date