



Palisades Charter High School

Board Meeting

Date and Time

Tuesday August 22, 2017 at 5:00 PM PDT

Location

Gilbert Hall, Palisades Charter High School, 15777 Bowdoin St., Pacific Palisades, CA 90272

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.

SUPPORTING DOCUMENTATION:

Supporting documentation is available at the Main Office of the School, located at 15777 Bowdoin Street, Pacific Palisades, CA 90272, (Tel: 310- 230-6623) and may also be accessible on the PCHS website at <http://palihigh.org/boardrecords.aspx>.

ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY:

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.

DIAL-IN NUMBER: (605) 475-5900. ACCESS CODE: 660-0134

Please note that the conference dial-in number above is only active when a Board Trustee has indicated they will calling from an off-site location to participate.

Agenda

I. Opening Items

Opening Items

A. Call the Meeting to Order

B. Record Attendance and Guests

Trustees:

Emilie Larew (Chair)	Rocky Montz
Leslie Woolley (Vice Chair)	Andrew Paris
Deanna Hamilton (Secretary)	Robert Rene
David Carini	Camille Schoenberg
Emily Hirsch	Mystic Thompson
Shawn McClellan	

Student Liaison: Taylor Torgerson

PCHS Management:

Dr. Pamela Magee, Executive Director / Principal
Gregory Wood, Chief Business Officer

C. Public Comment

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

D. Approve Minutes

June 6, 2017 Regular Meeting

Approve minutes for Board Meeting on June 6, 2017

E. Approve Minutes

June 19, 2017 Regular Meeting

Approve minutes for Board Meeting on June 19, 2017

F. Approve Minutes

July 18, 2017 Regular Meeting

II. Organizational Reports

- A. Student Report
- B. Parent Report
- C. Classified Staff Report
- D. Faculty Report
- E. Human Resources Director (HR) Report
- F. Director of Operations Report
- G. Director of Development Report
- H. Chief Business Officer (CBO) Report
- I. Executive Director/Principal (EDP) Report

III. Board Committees (Stakeholder Board Level Committees)

- A. Board Committee Updates
 - Academic Accountability
 - Budget & Finance
 - Charter
 - Election
 - Post-Retirement Healthcare Benefits

IV. Board Committees (Board Members Only)

- A. Committee Updates
 - Audit
 - Grade Appeal
 - Survey

V. Academic Excellence

Academic Excellence

- A. College Center Update

Including information on graduation rates and weighted grades

- B.** Update to SMC CCAP Agreement
- C.** Department of Rehabilitation Contract

VI. Facilities / Operations

- A.** Track & Football Field Repair/Resurfacing Update

VII. Finance

Finance

- A.** Cafeteria Food Service Update
- B.** Track and Field Loan Approval
- C.** Prop 39 Approval of 2016-17 Expenditures
- D.** Prop 39 2017-18 Spending Plan
- E.** Unaudited Actuals
- F.** Audit - Scope, Timing, Auditor Responsibilities
- G.** IT Team Supervisor Position - Title Change and Salary Scale Adjustment
- H.** Campus Unification Director Position

VIII. Governance

Governance

- A.** Update Regarding 2016-17 Annual Oversight Report from LAUSD Charter School Division (CSD)
- B.** Periodic Monitoring - Governance Policies & Bylaws
- C.** Approval of Updated Membership of Board Committees
- D.** Review of Board Committee Procedures
- E.** Credential Waiver Approval for PCHS Teacher

IX. Executive Director/Principal (EDP) Support and Evaluation

X. Consent Agenda

- A. Approval of reimbursements for Executive Director / Principal
- B. Approval of Field Trips

XI. New Business / Announcements

- A. Announcements / New Business
 - Date of Board Retreat is this Saturday, August 26, 2017 at 9am at St. Matthew's
 - Date of Next Regular Board Meeting is Tuesday, September 26, 2017

- B. Board Chair to announce items for closed session, if any.

XII. Closed Session

- A. Student Matter: Discipline/Expulsion

XIII. Open Session

- A. Return to Open Session
- B. Report Out on Action Taken In Closed Session, If Any.

XIV. Closing Items

- A. Adjourn Meeting

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 6, 2017

APPROVED



Palisades Charter High School

Minutes

Board Meeting

Date and Time

Tuesday June 6, 2017 at 5:00 PM

Location

Gilbert Hall, Palisades Charter High School, 15777 Bowdoin St., Pacific Palisades, CA 90272

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Trustees Present

Andrew Paris, Dara Williams, Deanna Hamilton, Emilie Larew, Emily Hirsch, Leslie Woolley, Robert Rene, Rocky Montz, Susan Ackerman

Trustees Absent

None

Trustees who arrived after the meeting opened

Robert Rene

Ex Officio Members Present

Dr. Pam Magee, Greg Wood

Non Voting Members Present

Dr. Pam Magee, Greg Wood

Guests Present

Shelby Ladnier

I. Opening Items

A. Call the Meeting to Order

Emilie Larew called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Jun 6, 2017 at 5:23 PM.

B. Record Attendance and Guests

C. Public Comment

No public comments.

D. Approve Minutes

Leslie Woolley made a motion to approve minutes from the Board Meeting on 05-16-17 Board Meeting on 05-16-17.

Deanna Hamilton seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Deanna Hamilton Aye

Susan Ackerman Aye

Leslie Woolley Aye

Emily Hirsch Aye

Roll Call

Dara Williams	Aye
Rocky Montz	Aye
Emilie Larew	Aye
Andrew Paris	Aye

II. Organizational Reports

A. Student Report

Prom was May 20th and Senior Picnic was last Friday.
Homecoming October 29th next year.

B. Parent Report

Nothing to report.

C. Classified Staff Report

Andy Paris reported that classified employees are interested in getting their paychecks on the first of the month.

He also raised an issue regarding the fact that wheelchair bound students have to go travel onto the roadway to get to a wheelchair accessible dip in order to get onto campus when accessing the campus from Temescal and Bowdoin. He would like the school to consider adding a wheelchair accessible dip at Bowdin and Temescal that does not require going onto the roadway. Rocky Montz mentioned that this is included in the Garden Gateway design.

D. Faculty Report

Coming into the home stretch with graduation on Thursday.
Faculty is happy to be coming into the end of Finals.
We are looking forward to summer break and a new year.

E. Human Resources Director (HR) Report

Report stands as submitted.
Amy Nguyen added that there will be a faculty and staff vote on whether to switch from Delta Dental to Cigna Dental and that Pali is doing well on hiring new faculty.

F. Director of Operations Report

Stands as submitted.

G. Director of Development Report

Stands as submitted.

H.

Chief Business Officer (CBO) Report

Budget Committee is working on the budget. Working on the fixed items (not variable expenditures).

The schedule included in the report shows that out of the \$32 million budget that we have approximately \$3 million variable expenses (so \$29 million fixed).

I. Executive Director / Principal (EDP) Report

Stands as submitted.

Pam Magee added the following:

The administration, faculty, and staff are Excited about graduation on Thursday at Stadium by the Sea at 5:30.

The graduation program is included in the materials.

All the Board Members have received a magazine, "Disrupting Inequity," that has been distributed to all staff as summer reading as part of our school initiative to reinforce cultural diversity. This is an area that the school has brought focus to and will continue to emphasize.

III. Board Committees (Stakeholder Board Level Committees)

A. Budget and Finance Committee Report

Greg Wood presented.

Approval of budget is not on here because more time is necessary to work out a balanced budget. The vote has been postponed to our second June meeting. Last week there were two full day meetings were all budget items were discussed. There is still a \$223,000 shortfall that needs to be worked out. The Budget & Finance Committee also met today in an effort to balance the budget. There were a number of contracts that the Budget & Finance Committee were presented and the recommendation from the Committee is to enter into those contracts. LCAP items were considered by the Budget & Finance Committee. The budget will be presented at next meeting.

B. Academic Accountability Committee Report

Nothing to report.

C. Charter Committee Report

The minutes of the Charter Committee memorialize and reflect the places where the changes need to be made.

Some discussions were had with respect to the possibility of having some board members appointed especially in light of the fact that when only one person runs that person is essentially appointed.

We need to make sure all the areas discussed in meetings are incorporated into the language of the charter.

Deanna Hamilton will take over as the Chair for the Charter Committee.

D. Election Committee Report

Election Committee has not met.

New member Camille Schoenberg is present at tonight's meeting as a member of the audience and was introduced to the Board.

E. Post-Retirement Healthcare Benefits Committee Report

June 7th meeting is scheduled. Updates from that meeting will be presented at the next Board meeting.

IV. Board Committees (Board Members Only)

A. Audit Committee

The audit has not yet been conducted but is scheduled for the near future. There is nothing to report at this time.

B. Grade Appeal Committee

Nothing to report.

C. Survey Committee

Nothing to report.

V. Governance

A. Potential Change of June 20, 2017 Board Meeting Date to June 19, 2017

Leslie Woolley made a motion to move the June 20th Board Meeting to June 19th.

Andrew Paris seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Deanna Hamilton Aye

Emily Hirsch Aye

Emilie Larew Aye

Susan Ackerman Aye

Leslie Woolley Aye

Andrew Paris Aye

Rocky Montz Aye

Dara Williams Aye

Emilie Larew requested that we take a vote on moving the June 20th meeting to June 19th so as to have more non-interested board members in attendance.

B. Resolution: PCHS Employee Training Regarding Child Abuse Reporting Obligations

Presented by Amy Nguyen. An audit found that a few of the employees had not completed their training on child abuse reporting obligations. Employees were notified of the training including follow up emails. Some staff did not complete it within the first six weeks of school, although it was completed shortly after. The resolution is that it be mandated that it be done within the first six weeks of school and if it is not then the person will have to sit out of class to complete it. It is always sent out prior to the start of school for any staff that want to work on it prior to the start of school. Monday the 14th is the first day back for faculty and staff.

Leslie Woolley made a motion to approve the resolution regarding employee training on child abuse reporting obligations.

Andrew Paris seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Deanna Hamilton Aye
Emilie Larew Aye
Emily Hirsch Aye
Andrew Paris Aye
Susan Ackerman Aye
Rocky Montz Aye
Dara Williams Aye
Leslie Woolley Aye

VI. Academic Excellence

A. Progress Update on Schoolwide Goal #2

Goal # 2 PCHS will continue to ensure the curriculum is aligned between grades, especially an alignment with math courses. There were PLC pullouts in order to closely examine the curriculum as well as the curriculum from ahead and behind to make sure there are no gaps. Teachers and PLC's have been provided with mini grants to provide funding necessary to promote this goal. The administration has a perspective regarding the alignment over the last 6 months and we now have a structure and guidelines to be aligned with LCAP criteria. PLCs can apply for mini-grants over the summer to continue this work.

The grading policies and procedures survey had 100% participation. The results of that survey were presented to the faculty and staff to try to resolve any outliers. Then the policy was presented last month to the board for approval.

LCAP measurements will be presented at the next meeting.

The administration is hopeful that the survey information will give us some meaningful feedback so that we know where we are headed with our goals for next year. Pali is working with Paul Revere to align there curriculum with Pali's as well. A meeting is planned for June 12th. The goal is to see where we want students to end up at graduation and work back from there.

World Languages coach will be helping with the world languages curriculum and will implement a new curriculum.

Maggie Nance will serve as the coach.

Ongoing student feedback, surveys, and more has helped us finalize our new structure and help to continue shaping our practices.

Math - we have a meeting on June 12th with Paul Revere to create pair relationships in place.

World Languages - we are working with Maggie and she will be helping coach Languages department.

B. Non-School Sponsored Field Trip Policies & Procedures

Last month did not have the policy in the packet. It is now in the packet so that if there was any feedback it could be discussed prior to the vote. So it is now on the agenda.

Susan Ackerman made a motion to approve the non-school sponsored field trip policies and procedures.

Deanna Hamilton seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Susan Ackerman Aye

Andrew Paris Aye

Emily Hirsch Aye

Dara Williams Aye

Emilie Larew Aye

Leslie Woolley Aye

Rocky Montz Aye

Deanna Hamilton Aye

C. Youth Suicide Prevention Policy

This policy was in last months agenda packet. Not only are we mandated to do this by the state but we want to do everything possible to protect our students. We want to ensure that our students have a safety net. The proposed policy covers all of the state mandates.

Susan Ackerman asked if we would be doing anything with parent training.

Pam Magee indicated we will be along with counseling.

Susan Ackerman made a motion to approve the Youth Suicide Prevention Policy.

Rocky Montz seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Local Control Accountability Plan (LCAP) & LCAP Survey Updates

Discussed in various meetings with stakeholders and then distributed a survey to the parents and students. There were more than got 350 responses.

This input will be incorporated into the LCAP discussion.

Focus on high needs students and students/parents affected by this were included.

VII. Facilities / Operations

A. Student Transportation Contract

Tumbleweed is not willing to provide service anymore and has pulled out of negotiations with us. So we have contacted other vendors. Of these other vendors only one is willing to work with us. They are more expensive than what we currently have. Either Pali or the students/parents will have to bear the increase. Right now family contributions are \$125 per month. Assuming that we have the same needs for buses next year and have the same general percentages of free and reduced lunch next year, the cost would rise to \$185 per student for next year assuming the same contribution from last year. But it would be a \$210,000 increase in our contribution if the student/parent contribution were \$150. Paul Revere private buses are approximately \$180 per month. That is to give us an idea for the local market for this. The question comes down to how to we adjust this as far as who bears the cost. All students are subsidized \$15. Free lunch are 100% scholarship and reduced get a partial scholarship. This assumes approximately the same rough numbers who would qualify for scholarships under free or reduced lunch but there would no longer be a subsidy for students who do not qualify. We will know from Paul Revere the approximate number of incoming students from there who are currently on free and reduced lunch and we would get those numbers around July 1st. Leslie Woolley spoke about a Waze carpool. We have to be worried about endorsing any of these programs and while they may be an option in the long run but we would want to look at these more closely before we adopted anything like this. Dara Williams pointed out that some parents can afford this and that while it is nice to subsidize these parents the money is coming from another part of the budget and we don't want to lose out on something else. For instance the availability of technology to students who don't have it should not suffer. Deanna Hamilton brought up that there may be some families who do need a subsidy even if they are not on free or reduced lunch. Robert Rene asked a question about the increase, which is about \$500,000. He would want to consider the possibility of giving scholarships to students who may need it, especially the kids who are already here.

Deanna Hamilton inquired if in our multi-year budget we project that transportation costs will increase by a certain percentage. Greg Wood responded that we did in the past but now our current transportation company has pulled out so the increase is higher than anticipated. We have called over a dozen companies but only this one vendor is willing to bid. We also have calls into LAUSD to see if they are interested in being our vendor. We have also inquired as to whether we can approach outside vendors, not approved by LAUSD, but we have not gotten an answer yet. This may be moot because from Don Parcell's research so far those vendors are even more expensive. Essentially the Budget & Finance Committee has already recommended that there no longer be any subsidies to other riders. Currently there is no criteria for any other riders to get scholarships and the

question is do we want to develop that. Right now registration has not been turned on because we can't say what the cost is. Susan Ackerman surmised that there are not many families who have had to opt out of going to Pali because they cannot afford transportation. Deanna Hamilton asked what happens if too many parents opt out. Don Parcell did indicate that if we don't have a similar volume of ridership and there are substantially less buses then the cost may change (and likely increase).

Free and reduced lunch applications are based upon the income that the parents certify is their income. Robert Rene indicated that we should not give any scholarship applications unless the family submits an application specifically for transportation instead of basing it on free and reduced lunch applications. The only transportation that is required is for special education students, not for anyone else. This budget also includes transportation for athletics. We are not legally obligated to pay for after school buses for athletics and other elective field trips but we do. It's about \$85,000 for those trips. Emilie Larew pointed out that under the current time constraints that sticking with the free and reduced lunch as the criteria is the most realistic. Robert Rene brought up is that if we don't have any other options then we should not have a debate. Dara Williams brought up that we find ourselves in a somewhat of an emergency situation so we should probably stick with free and reduced lunch as the standard. Leslie Woolley suggested putting a box on the on-line sign-up form for parents to donate to a transportation scholarship fund.

[Robert Rene arrived at 6:11 p.m.]

Robert Rene arrived.

B. Track & Football Field Repair/Resurfacing Contract

Continuing to try to get approval from LAUSD so that the project can be done this summer. Also seeking bids from vendors for the project.

Hoping to be able to present more information by June 19th.

Leslie Woolley asked if we already had bids. Don responded that we had to have a formal bidding process per LAUSD rules and that we have opened up that process.

C. Janitorial Services Contract

Our current contract is up. We have a potential new vendor. July 1st minimum wage will increase so cost of services will increase. Hope to have the contract ready for approval by next meeting.

D. Security Services Contract

Security contract is also expiring. Finalizing a proposed new contract, which will be presented at the June 19th board meeting for a vote.

E. Cafeteria Food Service Contract

Chartwell is a potential vendor. Sodexo has been our vendor for 14 years and is now leaving.

Three companies came to bid on cafeteria contract. Three toured the campus and two had tastings. Staff and students attended the tastings. There was an RFP ranking for both Chartwell and Fresh Start. Chartwell scored a 95 and Fresh Start scored a 90. We have a need to have a faster delivery of the food as well as trying to improve the food as we want to increase participation. Food cost is \$3.60 per lunch and \$3.60 for every two breakfasts.

We have one employee who is the auditor of the program as the rest of the employees are Chartwell's.

We have asked for a biometric device to avoid problems with students forgetting their pin numbers and people double using pin numbers. Once the Board does approve the contract it is still subject to CDE validation of what we approved. We need to give approval to the EDP to sign it after approval by the CDE.

Robert Rene asked about participation and making sure that we have feedback so that we continue trying to get increased participation. Chartwell will have students give feedback so that their menus can be modified to ensure customer satisfaction. The Chartwell representative indicated that they have been trying to get our business and they are committed to improving things here, which is a win for them as well based upon profitability.

From Greg Wood's due diligence, other schools seem to be happy with Chartwell.

Susan Ackerman inquired about the healthfulness of the menu. The National School lunch program dictates what they are able to serve with regard to nutrition. The goal is to have food that is easy to grab and that there are no long waits for it. Emilie Larew went to the tasting and thought that the food was great and there were many good healthy foods that could be accessed quickly.

Leslie Woolley made a motion to approve the cafeteria food service contract subject to CDE Evaluation and to give authorization for Pam Magee to sign the contract following CDE approval.

Robert Rene seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Dara Williams	Aye
Leslie Woolley	Aye
Andrew Paris	Abstain
Rocky Montz	Abstain
Susan Ackerman	Abstain
Deanna Hamilton	Aye
Robert Rene	Aye
Emilie Larew	Abstain
Emily Hirsch	Aye

VIII. Finance

A.

PCHS Track & Field Repair Loan Approval

We have an expression of interest from Cathay Bank in providing a loan (an \$850K loan @ 4 1/2%) based upon projected project cost of the track and field. The loan documents would take 2 to 3 weeks to process. We would need to pay \$1000 to lock in the expression of interest. The lag time for the loan documents would likely not affect the start date for the project. The wild card in all of this is LAUSD approval. There is seed money in the amount of \$250,000 so we could start. Don Parcell believes that we will have a proposed contract for the track and field by the next meeting. But if we don't have everything in place by June 19th then we would want to have a special meeting in order to finalize approval for all of these things. We would need to have everything in place by mid-July in order to start it this summer.

Rocky Montz inquired as to what the annual cost for the \$850,000 loan. We will be looking to the income from the Civic Center Permit to pay for this loan.

B. Updated Schoolwide Fundraising Policies and Procedures Approval

Tabled for next meeting

C. 2017-2018 Insurance Policy Approval

Charter Safe Insurance Policy. We are adding volunteer accident insurance and pollution insurance, both of which are recommended. One thing we have done to save us money is that in February or March is that we put them on notice of opting out and this enabled our broker A.J. Gallagher to put out our policy for bid, which at least piecemeal was \$35,000 less than our first proposal from Charter Safe and Charter Safe price matched this. Susan Ackerman asked about the terrorism insurance, which is included.

Robert Rene made a motion to approve the Charter Safe contract.

Rocky Montz seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Susan Ackerman	Aye
Robert Rene	Aye
Emilie Larew	Aye
Dara Williams	Aye
Leslie Woolley	Aye
Rocky Montz	Aye
Deanna Hamilton	Aye
Emily Hirsch	Aye
Andrew Paris	Aye

D. College Readiness Block Grant Approval

We have a grant for this and the funds need to be budgeted. Items totalling \$130k+ are the items that are most aligned with this one time grant and would provide the most to our students. The Budget & Finance Committee looked at these requests, in addition to some others, and these were the items thought to best fit the grant goals.

Leslie Woolley made a motion to approve the college readiness block grant.

Susan Ackerman seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Susan Ackerman Aye
Robert Rene Aye
Andrew Paris Aye
Rocky Montz Aye
Dara Williams Aye
Leslie Woolley Aye
Emily Hirsch Aye
Deanna Hamilton Aye
Emilie Larew Aye

E. Approval of Capital Item Modifications for 2016-2017 Budget

Employee Board Members Emilie Larew, Rocky Montz, Andrew Paris, and Susan Ackerman recused themselves and were absent during this discussion and vote.

Budget for 2016 to 2017 it shows a surplus for capital expenditures.

When looking at some of the items for 2017 to 2018 there were questions as to whether there are projects that we can accomplish in a short time using the surplus from this year.

There is a \$100,000 security camera project that we can do and charge that to this year's books. There is also a generator that we can purchase so that we can assure that there are no power outage issues.

Robert Rene made a motion to approve the capital expenditures for the security cameras and generator.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Dara Williams Aye
Leslie Woolley Aye
Emily Hirsch Aye
Susan Ackerman Abstain
Deanna Hamilton Aye
Robert Rene Aye
Rocky Montz Abstain
Andrew Paris Abstain
Emilie Larew Abstain

F. PESPU MOU Approval

Met with PESPU on May 16th. Classified staff clock in. There is a 10 minute grace period. Times can be adjusted for things like forgetting to clock in or out. Reasons for leaving early can be recorded. Overtime is also recorded. Same day changes can be

accommodated. This is all to clarify with PESPU how the system works. There should be no financial impact for the organization.

Robert Rene made a motion to approve the PESPU MOU.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Deanna Hamilton	Aye
Rocky Montz	Abstain
Leslie Woolley	Aye
Susan Ackerman	Abstain
Robert Rene	Aye
Emily Hirsch	Aye
Emilie Larew	Abstain
Dara Williams	Aye
Andrew Paris	Abstain

G. 2017-2018 Instructional Materials (IMA) & Textbook Budget

Employee Board Members Emilie Larew, Rocky Montz, Andrew Paris, and Susan Ackerman recused themselves and were absent during this discussion and vote.

Budget & Finance Committee would like us to lock in the textbook budget before the end of the school year such that faculty know what their budget is for the next school year in case they need to be ordered over the summer. There was a question about a particular textbook not being on there but that teacher did not receive CTE accreditation so we are not ordering that textbook.

Budget for textbooks is \$186,578.

Looked at averages over the past 4 years and came up with budget for IMA in the amount of \$227,611.25.

Robert Rene made a motion to approve the textbook budget in the amount of \$186,578 and the IMA budget in the amount of \$227,611.25.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Emily Hirsch	Aye
Robert Rene	Aye
Rocky Montz	Absent
Emilie Larew	Absent
Dara Williams	Aye
Andrew Paris	Absent
Leslie Woolley	Aye
Deanna Hamilton	Aye
Susan Ackerman	Absent

H.

Contract for Operations Consultant (Interim Dir. of Operations) - Extend Service to June 30, 2017

Extension of contract to June 30th for the Operations Consultant.

Emily Hirsch made a motion to Extend the contract for the Operations Manager Consultant to June 30, 2017.

Robert Rene seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Dara Williams	Aye
Susan Ackerman	Abstain
Andrew Paris	Abstain
Rocky Montz	Abstain
Emilie Larew	Abstain
Emily Hirsch	Aye
Robert Rene	Aye
Leslie Woolley	Aye
Deanna Hamilton	Aye

I. Director of Development Position - Conversion from Temporary to Mid-Management Position

Employee Board Members Emilie Larew, Rocky Montz, Andrew Paris, and Susan Ackerman recused themselves and were absent during this discussion.

Fundraising has been coordinated and successful. Robert Rene suggested setting targeted performance for this position.

This year 75% of the current salary for this position is funded by the Ed Fund. For next year there has not been a discussion as to how much of this position would be funded by Ed Fund. We need to determine whether the total salary will be funded by the general budget or whether there will be a contribution from Ed Fund. Overtime we will have to determine the total cost of this position and the amount of funds the position generates.

Obviously we are not going to base the cost benefit analysis on one year only.

So this will be table until the next meeting until we determine how much, if any, will be funded by the Ed Fund.

J. Adjustment of Salary Scale for Technology Supervisor/Coordinator Position

Employee Board Members Emilie Larew, Rocky Montz, Andrew Paris, and Susan Ackerman recused themselves and were absent during this discussion.

In the materials are comparable salaries for similar positions some of which is from Salary.com.

Robert Rene brought up that we should not be deciding these increases without knowing whether they are being considered as part of the budget. Robert Rene is also concerned about the process of this. It is not related to the person or the performance. It is simply voting on something that is not funded and the scale is then set in stone for the next eight years. We don't want to create an expectation that there is an increase when we may

have a budgetary challenge in the future. Board members expressed their concerns over the fairly large salary increases over the next 8 years without knowing if we will have the budget to do this.

Dara Williams asked that this be tabled until we have put these figures in the budget as opposed to the current figures, which the current budget is based upon. Discussed that we need to look at these salaries as part of our budget over the course of time and realistically whether we can sustain these raises along with increases to benefits.

Amy Nguyen was asked to bring back a salary scale with 3 years as opposed to 8 years and with the higher salary figures as part of the budget for next year, which hopefully will be balanced.

K. Adjustment of Salary Scale for Operations Liaison Position

Employee Board Members Emilie Larew, Rocky Montz, Andrew Paris, and Susan Ackerman recused themselves and were absent during this discussion and vote.

Based upon increased job duties and comparable jobs at other schools we are recommending a salary adjustment of 5%.

The Overview of Compensation and Evaluation and Comparisons packet is presented with the board meeting materials.

The salary scale with steps is included in the materials.

So we would be voting on the entire table with respect only to the Operations Liaison. (The rest of the numbers are identical on each table, so only the Operations Liaison is affected.)

Deanna Hamilton made a motion to approve the adjustment to the salary scale to the Operations Liaison position as approved by Human Resources.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Susan Ackerman	Absent
Leslie Woolley	Aye
Andrew Paris	Absent
Robert Rene	Aye
Emilie Larew	Absent
Emily Hirsch	Aye
Dara Williams	Aye
Rocky Montz	Absent
Deanna Hamilton	Aye

L. Adjustment of Salary Scale for Director of Human Resources Position

Tabled until next meeting.

IX. Executive Director/Principal (EDP) Support and Evaluation

A. Evaluation Committee Update

Nothing to report.

X. Consent Agenda

A. Approval of reimbursements for Executive Director / Principal

Nothing on consent agenda.

B. Approval of Field Trips

XI. New Business / Announcements

A. Announcements / New Business

Next board meeting is June 19th.

Board Training is on June 17th at St. Matthew's.

Robert Rene brought up the long restroom lines being a problem during the breaks.

Rocky Montz discussed that we consistently bring up that we want more capital expenditures on restrooms.

The students make a mess of them during breaks so the upstairs bathrooms are closed because there are issues with constantly cleaning them.

Pam Magee brought up that there materials in the packet relating to the early release in the semester as a result of the water main break and the procedures for what Pali does in the event of these types of situations in the future.

Still want to do a board pass the baton social event. We need an idea of when people are in town and available. Sometime in July seems reasonable to most people. Mid-July seems best. Susan Ackerman volunteered her home.

B. Board Chair to announce items for closed session, if any.

Closed session item was tabled.

XII. Open Session

A. Return to Open Session

B. Report Out on Action Taken In Closed Session, If Any.

The closed session item was tabled.

XIII. Closing Items

A.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:18 PM.

Respectfully Submitted,
Leslie Woolley

Coversheet

Approve Minutes

Section: I. Opening Items
Item: E. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 19, 2017

APPROVED



Palisades Charter High School

Minutes

Board Meeting

Date and Time

Monday June 19, 2017 at 5:00 PM

Location

Gilbert Hall, Palisades Charter High School, 15777 Bowdoin St., Pacific Palisades, CA 90272

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY:

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.

SUPPORTING DOCUMENTATION:

Supporting documentation is available at the Main Office of the School, located at 15777 Bowdoin Street, Pacific Palisades, CA 90272, (Tel: 310- 230-6623) and may also be accessible on the PCHS website at <http://palihigh.org/boardrecords.aspx>.

ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY:

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.

DIAL-IN NUMBER: (605) 475-5900. ACCESS CODE: 660-0134

Please note that the conference dial-in number above is only active when a Board Trustee has indicated they will calling from an off-site location to participate.

Trustees Present

Andrew Paris, Dara Williams, Deanna Hamilton, Ellen Pfahler, Emilie Larew, Emily Hirsch, Leslie Woolley, Rocky Montz, Susan Ackerman

Trustees Absent

None

Ex Officio Members Present

Dr. Pam Magee, Greg Wood

Non Voting Members Present

Dr. Pam Magee, Greg Wood

Guests Present

Shelby Ladnier

I. Opening Items

A. Call the Meeting to Order

Emilie Larew called a meeting of the board of trustees of Palisades Charter High School to order on Monday Jun 19, 2017 at 5:10 PM.

B. Record Attendance and Guests

C. Public Comment

No public comment.

D. Approve Minutes

Tabled for corrections to note that the represented employees recused themselves and were absent for the discussions on the matters of Employment Contracts, Capital Expenditures, and IMA and Textbooks.

II. Organizational Reports

A. Student Report

Student representative is not present. There is no student report.

B. Executive Director / Principal (EDP) Report

III. Board Committees (Stakeholder Board Level Committees)

A. Post-Retirement Healthcare Benefits Committee Report

Dara Williams gave an update: The committee reviewed what LAUSD have. They have more options than only Kaiser.

There are ways to lower our costs by using plans that would work as a medicare supplement.

Modifications to spouse and dependent coverage could also save money.

It is not clear that any cost savings will be sufficient to cover the shortfall. The Committee is likely at least four to six months away from formulating a proposal to present employees.

IV. Academic Excellence

A. Approval of Local Control Accountability Plan (LCAP)

Emily Hirsch made a motion to approve the LCAP.

Leslie Woolley seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Deanna Hamilton Aye

Emily Hirsch Aye

Dara Williams Aye

Rocky Montz Aye

Emilie Larew Aye

Susan Ackerman Aye

Leslie Woolley Aye

Andrew Paris Aye

Ellen Pfahler Aye

LTSP Committee helps with the LCAP.

Important to have in place the supports that special needs students and other students with particularized needs should have.

A survey was sent to the parents about what they believe is important.

Transportation is an important component.

Mental health services and tutoring, especially in the area of math are important areas.

Professional development is also an important component.

Technology and materials are also important.

Greg Wood noted the following:

There is an standardized LCAP that we try to follow in preparing our LCAP along with focusing on the schools priorities.

We looked at the LCAPs from other school districts as well.

We had 21 goals in the 2016-2017 plan. Administration tried to consolidate these into 13 goals because there was some overlap in the prior year's goals.

Arleta Ilyas was very helpful in gathering the data needed for the LCAP.

Emilie Larew noted that it is best practice to approve the LCAP prior to the approval for the budget since the budget we pass will support the goals.

The deadline for the filing of the LCAP is 6/30/17 and it will be filed by that date.

Whatever changes we may have, we will incorporate into the final LCAP and present it to the Board in July.

B. Update on School Safety Procedures

Pam Magee presented.

When water main broke the administration realized that we need a plan to cover these types of contingencies.

In the student safety plan there is a way to determine the best way to dismiss the students in a way that they will be safe and will be cared for wherever they go.

Parents will now approve of the release of their child, or not, at the beginning of the school year.

Designates an incident commander.

Diagrams are in the plan so that it is easy to tell who is responsible and the plan that needs to be implemented in the case of an this type of an emergency.

V. Governance

A. Brief Recap of Board Legal and Governance Training

Most board members attended the training on June 17th.

For those that were not present they will participate at training at a later date.

B. Contract for Director of Operations Position

See comments and vote for Upper Level Management positions below.

The Board approved the hiring of Donald Parcell as Director of Operations with a base salary of \$137,916

C. Upper Level Management Contracts

This item is on the agenda for this regular meeting of this Board, in accordance with the Brown Act. A new law, modifying the Brown Act and codified at Government Code section 54953, subdivision (c)(3), states that prior to taking final action on executive compensation, the Board must orally summarize the recommendation for final action on the salary, compensation, and/or fringe benefits that will be considered.

This agenda item presents recommendations for the approval of Upper Management Contracts for the 2017-2018 school year, some of which are arguably subject to this new requirement.

Discussions concerned the salary increases for the various contracts.

29% raise for Amy Nguyen would put her at market value according to the documents submitted with the materials for the meeting.

Other increases were also discussed with regard.

Prior to the vote on the salary of Greg Wood, the following was stated:

The base salary of Greg Wood, the Chief Business Officer, will increase from \$142,118 to \$144,961. All other terms and conditions of Mr. Woods employment will remain the same.

Prior to the vote on the contract and salary of Amy Nguyen, the following was stated:

The base salary of Amy Nguyen, the Director of Human Resources, will increase from \$87,462 to \$112,519. It is of note that the salary of the salary of the Director of Human Resources was deemed in need of adjustment previously, based on the salary of the equivalent position in comparison schools and school districts, but a decision was made to apply a low salary for the 2016 -2017 school year. The Director of Human Resources' salary for the 2017-2018 school year, reflected in the contract under consideration remains lower than the salary of the same position in the 2014-2015 school year. All other terms and conditions of Ms. Nguyen's employment remain the same.

An inquiry was made as to whether there were any public comments on these action items for the Management contracts prior to Board members considering final action on these contracts.

There were no public comments.

Emily Hirsch made a motion to approve the CBO's contract.

Ellen Pfahler seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Dara Williams	Aye
Rocky Montz	Absent
Emily Hirsch	Aye
Susan Ackerman	Absent
Andrew Paris	Absent
Leslie Woolley	Aye
Deanna Hamilton	Aye
Emilie Larew	Absent
Ellen Pfahler	Aye

Dara Williams made a motion to approve the Director of Student Support Services contract.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Rocky Montz	Absent
Susan Ackerman	Absent
Leslie Woolley	Aye
Andrew Paris	Absent
Emily Hirsch	Aye
Dara Williams	Aye
Emilie Larew	Absent
Deanna Hamilton	Aye
Ellen Pfahler	Aye

Dara Williams made a motion to approve the Director Discipline Athletics, Activities, and Security contract.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Rocky Montz Absent
Ellen Pfahler Aye
Deanna Hamilton Aye
Dara Williams Aye
Leslie Woolley Aye
Susan Ackerman Absent
Emily Hirsch Aye
Andrew Paris Absent
Emilie Larew Absent

Dara Williams made a motion to approve the Director of Academic Achievement contract.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Ellen Pfahler Aye
Deanna Hamilton Aye
Dara Williams Aye
Emily Hirsch Aye
Susan Ackerman Absent
Rocky Montz Absent
Leslie Woolley Aye
Andrew Paris Absent
Emilie Larew Absent

Dara Williams made a motion to approve the hiring of Donald Parcell as Director of Operations with a base salary of \$137,916.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Ellen Pfahler Aye
Emilie Larew Absent
Dara Williams Aye
Deanna Hamilton Aye
Emily Hirsch Aye
Leslie Woolley Aye
Andrew Paris Absent
Rocky Montz Absent
Susan Ackerman Absent

Emily Hirsch made a motion to approve the Director of Human Resources contract at a salary of \$112,119.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Andrew Paris	Absent
Ellen Pfahler	Aye
Emily Hirsch	Aye
Leslie Woolley	Aye
Susan Ackerman	Absent
Deanna Hamilton	Aye
Dara Williams	Aye
Rocky Montz	Absent
Emilie Larew	Absent

D. Special Education Local Plan Area (SELPA) Options

Mary Bush presented this agenda item.

LAUSD takes a portion of our special education budget. We want the option of withdrawing in the event they want to increase the percentage of the budget that they take.

Every year we file a notice, which is required, that we are withdrawing. We do this in conjunction with other charter schools.

This gives us the option of leaving the SELPA for the district.

Our other options are LACOE SELPA or the state SELPA.

Has to be noticed a year and a day in advance.

Ellen Pfahler made a motion to notifying the district of Charter Operated Program members' intention to withdraw from the District SELPA.

Susan Ackerman seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Leslie Woolley	Aye
Rocky Montz	Aye
Andrew Paris	Aye
Emilie Larew	Aye
Deanna Hamilton	Aye
Dara Williams	Aye
Susan Ackerman	Aye
Emily Hirsch	Aye
Ellen Pfahler	Aye

VI. Facilities / Operations

A. Track & Football Field Repair/Resurfacing Contract

The contract is for approximately \$1.272 million for both the track and field.

There are some other items that are not included, such as logo in the center of the field.

These are alternates in their, which add some to the overall cost.

Then there are consultant fees and testing that have to be done as well as management fees.

That raises the cost to approximately \$1.5 million. Not all of the costs are included in the contract.

We have funding for some of this and the rest would have to be covered by the line of credit.

We are grant eligible for the US Soccer Foundation grant, which would cover 15% of the cost of the field, which is a credit toward the field contract..

PCHS is pre-approved for that grant so that reduces our cost by 15% of the cost of the field.

Commitments we have so far are very solid that we will get \$225,000 and that will cover any shortfall between the amount budgeted and the line of credit.

We have LAUSD's blessing and expect the final approval in the very near future.

Ellen Pfahler made a motion to approve a contract in the amount of \$1,295,622 with AFE Sports for the track and field improvements.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Rocky Montz	Absent
Emilie Larew	Absent
Ellen Pfahler	Aye
Emily Hirsch	Aye
Dara Williams	Aye
Susan Ackerman	Absent
Leslie Woolley	Aye
Deanna Hamilton	Aye
Andrew Paris	Absent

B. Student Transportation Contract

Don Parcell presented the contract.

There is an increase in cost in the contract with Durham School Services from our current vendor.

The cost is \$185 per month per student. This is consistent with what students at Paul Revere pay for transportation on these types of buses.

No longer will subsidize students who are **not** on free and reduced lunch.

Are working with Big Blue Bus on scheduling so that students can take the train in and that they will be picked up at the station and returned there in a way that fits with the school schedule. The cost for that would be around \$50 per month.

We are trying to better publicize the Big Blue Bus option as well as other options for transportation, including carpools and other options.

Leslie Woolley inquired as to whether the website contains information as to subsidies for free and reduced lunch students.

If more of our students take the Big Blue Bus we may lose some students who are using the Durham buses. But we then may need less buses but there is some flexibility built into the contract but it may affect our transportation costs if we have reduced ridership.

Dara Williams made a motion to motion to approve student transportation contract.

Emilie Larew seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Leslie Woolley	Aye
Dara Williams	Aye
Emilie Larew	Absent
Deanna Hamilton	Aye
Susan Ackerman	Absent
Rocky Montz	Absent
Andrew Paris	Absent
Ellen Pfahler	Aye
Emily Hirsch	Aye

C. Janitorial Services Contract

Don Parcell presented the contract.

Same vendor that we already have, Uniserve. Some slight modifications. There is an increase in the minimum wage so that is incorporated. There is a good mutual understanding with regard to the scope of the services they will provide.

Because of the increase in minimum wage each year this will

Ellen Pfahler made a motion to approve the janitorial services contract with Uniserve for the 2017-2018 school year.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Emilie Larew	Absent
Dara Williams	Aye
Leslie Woolley	Aye
Andrew Paris	Absent
Emily Hirsch	Aye
Susan Ackerman	Absent
Rocky Montz	Absent
Deanna Hamilton	Aye
Ellen Pfahler	Aye

Dara Williams made a motion to approve the student transportation contract with Durham School Services for the 2017-2018 school year.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Ellen Pfahler	Aye
Emily Hirsch	Aye
Deanna Hamilton	Aye
Leslie Woolley	Aye
Andrew Paris	Absent
Susan Ackerman	Absent
Rocky Montz	Absent
Dara Williams	Aye
Emilie Larew	Absent

D. Security Services Contract

Don Parcell presented the contract.

Reducing the time frame that we will have the services in order to met the budgetary guidelines.

Blue Nite has been providing services for most of this past year.

This is a contract with a new vendor Naerok Group International the contract is for approximately \$218,000.

We won't have coverage for holidays, early evenings, and weekends.

At one point the administration felt it was necessary for this year but that it is no longer required.

Naerok provides services to El Camino so they have high school experience similar to the needs we have here.

Ellen Pfahler brought up the question as to whether the new security cameras make up for some of the security guard hours we will be cutting. Don Parcell indicated that this is in fact the case and that the new fencing will also help with this.

But we are the most open high school in LAUSD. But putting a fence in the front of the school has its downsides as well.

The employees of the company are vetted by the company. We have in the agreement that they will be fingerprinted if not by the company then by us. We vetted their process and we do have the right to audit the company's process.

The contract has a lower cost than the amount spent this year but we had increased security based upon our needs. In previous years our costs were much lower because we essentially spent a nominal amount on security. During the past year we have built in levels of security including the security service with the addition of cameras and fences. Administration feels that this company will do a better job at a decreased cost from Blue Night. Feel that the quality of service will be better. Over the past couple of months we saw a decrease in the quality of service from Blue Night.

Dara Williams made a motion to approve the 2017-2018 contract with Naerok Group International for security services.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Leslie Woolley	Aye
Rocky Montz	Absent
Deanna Hamilton	Aye
Emilie Larew	Absent
Ellen Pfahler	Aye
Emily Hirsch	Aye
Susan Ackerman	Absent
Andrew Paris	Absent
Dara Williams	Aye

VII. Finance

A. Updated Schoolwide Fundraising Policies and Procedures Approval

Michael Rawson presented this agenda item.

Funds raised to date -- \$146,012 (none of this was from the Booster Club)

Banners have been purchased to replace the banners on Temescal that were faded.

Bricks have have been sold to help raise funds for the field.

Updated Policies and Procedures are in the materials. The changes are highlighted in yellow.

The 501(3)(c) organizations have agreed to these changes in the policies and procedures.

Leslie Woolley made a motion to approve the updated schoolwide fundraising policies and procedures.

Ellen Pfahler seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Emilie Larew	Aye
Susan Ackerman	Aye
Emily Hirsch	Aye
Deanna Hamilton	Aye
Andrew Paris	Aye
Rocky Montz	Aye
Dara Williams	Aye
Ellen Pfahler	Aye
Leslie Woolley	Aye

B. PCHS Track & Field Repair Loan Approval

Since we approved the contract for the track and field improvements it is necessary that we have this loan to finance it.

If the Board approves it Cathay Bank will prepare the documents.

For now we need to approve the expression of interest letter for a loan in the amount of \$850,000. Once the paper work for the loan is prepared then we would vote on the actual loan.

It is subordinate to the loan made by the retiree health care benefits fund.

Ellen Pfahler made a motion to approve the expression of interest letter with Cathay Bank for \$850,000 loan.

Dara Williams seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Deanna Hamilton	Aye
Emily Hirsch	Aye
Rocky Montz	Absent
Emilie Larew	Absent
Susan Ackerman	Absent
Andrew Paris	Absent
Leslie Woolley	Aye
Dara Williams	Aye
Ellen Pfahler	Aye

C. Director of Development Position - Conversion from Temporary to Mid-Management Position

75% of his salary is covered by the Ed Fund.

We pay for the other 25% and for his benefits.

Coordinates CTE grant

Developing relationships with potential donors.

Dara Williams brought up the problem with the step and column increase and being able to fund these salary increases without a substantial increase in budget.

Ellen Pfahler made a motion to approve the transition of the Director Development position from temporary to at-will in the amount of \$105,021 with the Ed Fund covering 75% of the salary.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Emily Hirsch	Aye
Leslie Woolley	Aye
Deanna Hamilton	Aye
Andrew Paris	Absent
Dara Williams	Aye
Ellen Pfahler	Aye
Emilie Larew	Absent
Susan Ackerman	Absent
Rocky Montz	Absent

D.

Consolidated Application 2017-2018 (CONAPP)

Greg Wood presented.

Form filed with the state of CA twice a year. This application is due on June 30th.

Outlines responses to our federal funding.

How much we bring in and how we spend it from a budgetary standpoint and the services we provide.

Also addresses our teacher quality.

It also certifies that we provide the services that we are required to provide (such as protected prayer).

Dara Williams made a motion to authorize EDP be able to sign and submit the CONAPP report.

Emily Hirsch seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

Dara Williams	Aye
Leslie Woolley	Aye
Andrew Paris	Aye
Emilie Larew	Aye
Susan Ackerman	Aye
Emily Hirsch	Aye
Deanna Hamilton	Aye
Ellen Pfahler	Aye
Rocky Montz	Aye

E. 2017-2018 PCHS Annual Budget Recommendations & Budget Approval

The following employee board members recused themselves and left the room for the discussion of this agenda item and the vote:

Rocky Montz

Susan Ackerman

Emilie Larew

Andrew Paris

Leslie Wooley chairs the session in the absence of Emilie Larew.

Greg Wood presented.

Budget calendar is in the materials.

Months have been spent on the budget including stakeholder input.

The committee met a number of times to try to work out the budget items, including having a 3 day budget meeting.

Budget assumptions chart for 2017-2018 was presented to the Board.

To help balance came up with an ADA of 2854.

Temescal Academy has been under enrolled and we are looking to have that be closer to capacity, which is around 70.

Per student assumption is that funding will be at \$9212

A Multi-year projection was also presented covering 2016 through 2020.

Balances through 2017-2018 school year with depreciation making up for depletion of our cash reserves.

Cuts were made from the original requests in order to balance the budget because we had a significant shortfall.

Plan for reductions presented. Reduction in auxiliaries is part of this. They currently are in the range of \$700,000 to \$800,000

Some expenses were moved to this year because we did have sufficient funds to cover those items -- security cameras and generators

Additional salaries were dropped down from approximately \$219,000 to \$164,000.

On Friday evening we received some new information regarding funding from the state.

This included some one time discretionary funding in the form of block grants which increases the per pupil amount by \$145. The legislature put this in the budget and if approved by the governor. This would amount to approximately \$400,000.

There are some other one-time funding for schools via grant opportunities, which would could apply for in the area of history, social science and multi-lingual programs.

The extra money from the block grant, if signed by the governor, does not have to be spent, it can be carried over.

So we would have the option of revising the budget or carry it over.

Recommends voting on the current budget at this time and then if we want to we can consider modifications to the budget if the governor signs it.

Explained page 260-263 of the materials, which contains the details of the proposed budget.

Includes a \$100,000 in revenue from fundraising. This is based upon what we have in development. Believes this is a conservative enough number.

Librarians and Guidance & Welfare are included in the teacher budget number.

Incorporates the 2% salary increases in these numbers as well as step and column increases in continuing positions.

Salaries and benefits totals about \$26.2 million.

Does include a budget for one to one technology devices.

Ellen Pfahler made a motion to approve the 2017-2018 school budget.

Deanna Hamilton seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Dara Williams	Aye
Leslie Woolley	Aye
Emilie Larew	Absent
Rocky Montz	Absent
Ellen Pfahler	Aye

Roll Call

Andrew Paris Absent

Deanna Hamilton Aye

Susan Ackerman Absent

Emily Hirsch Aye

VIII. Executive Director/Principal (EDP) Support and Evaluation

A. Executive Director / Principal Contract

Dara Williams asked about whether the yearly longevity bonus applied to all administrators. Amy Nguyen responded that it does apply to all administrators who are at the top of the salary scale.

Discussion regarding the added language underlined in paragraph 3 of the contract as being unnecessary and potentially problematic.

Dara Williams brought up that the use of the word solely is of concern.

Deanna Hamilton brought up that the language does not appear to be necessary.

Prior to the vote on the EDP contract, the following statement was made:

This item is on the agenda for this regular meeting of this Board, in accordance with the Brown Act. A new law, modifying the Brown Act and codified at Government Code section 54953, subdivision (c)(3), states that prior to taking final action on executive compensation, the Board must orally summarize the recommendation for final action on the salary, compensation, and/or fringe benefits that will be considered. The Evaluation Committee has completed the evaluation of the Executive Director/Principal. Based on the results of the evaluation and in accordance with her current contract, the Evaluation Committee recommended a one-year extension of Dr. Magee's employment contract.

This agenda item presents that recommendation as well as other changes to Dr. Magee's contract, in the form of a Third Amendment to the contract, and it contains the following terms regarding compensation:

1. Section 6 of the Contract, entitled Compensation/Salary is modified to reflect a two percent increase to Dr. Magee's current annual base salary. This will take effect starting with the 2017-2018 school year.
2. Section 6 of the Contract, entitled Compensation/Salary, is modified to add a provision reflecting Dr. Magee's entitlement to a longevity stipend based on her completion of six years of employment at PCHS at the end of the 2016-2017 school year. This entitlement is reflected in previously Board-adopted salary schedules for management employees, including the Executive Director/Principal. The Third Amendment also reflects, therefore, that Dr. Magee is entitled to and will also receive a Longevity Stipend of \$3,000 each year, starting with the 2017-2018 school year.

An inquiry was made as to whether there were any public comments on this action item for the EDP/Principal contract prior to Board members considering final action on this contract.

There were no public comments.

Deanna Hamilton made a motion to approve the amended contract with the underlined language in paragraph 3 stricken and extend the contract for one additional year.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Rocky Montz	Absent
Leslie Woolley	Aye
Susan Ackerman	Absent
Emilie Larew	Absent
Ellen Pfahler	Aye
Emily Hirsch	Aye
Dara Williams	Aye
Andrew Paris	Absent
Deanna Hamilton	Aye

IX. Consent Agenda

A. Approval of reimbursements for Executive Director / Principal

Returned from the break at 7:57 mileage approval for EDP and Cheer Camp approval.

Dara Williams made a motion to approve the consent agenda.

Emily Hirsch seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Leslie Woolley	Aye
Andrew Paris	Absent
Deanna Hamilton	Aye
Rocky Montz	Absent
Susan Ackerman	Absent
Ellen Pfahler	Aye
Emily Hirsch	Aye
Emilie Larew	Aye
Dara Williams	Aye

B. Approval of Field Trips

Approved as part of the consent agenda.

X. New Business / Announcements

A. Announcements / New Business

Next meeting is July 18th.

B. Board Chair to announce items for closed session, if any.

Went into closed session at 7:59 p.m.

XI. Closed Session

A. Public Employee Evaluation (Govt. Code 54957)

End of closed session at 8:21 p.m.

B. Conference w/Legal Counsel: Anticipated Litigation

Tabled.

C. Public Employee Discipline/Dismissal/Release

Tabled.

XII. Open Session

A. Return to Open Session

Back into open session at 8:26 p.m.

Nothing to report out.

B. Report Out on Action Taken In Closed Session, If Any.

XIII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:02 PM.

Respectfully Submitted,
Leslie Woolley

Coversheet

Human Resources Director (HR) Report

Section: II. Organizational Reports
Item: E. Human Resources Director (HR) Report
Purpose: FYI
Submitted by:
Related Material: II_E_Org Report_Human ResourcesHR August 22 2017.pdf



PALISADES

CHARTER HIGH SCHOOL

Human Resources Board Report

August 22, 2017

Elections/New Hires :

Name	Classification/Position	Funding	Effective Date
Christina Bieber	Teacher – Special Education, SDP	General	August 14, 2017
Jasmine George	Special Education - Transition Specialist	General	August 15, 2017
Shawn Grady	Special Education Assistant	General	August 14, 2017
Arian Jenkins	Special Education Assistant	General	August 14, 2017
Detra Matlock	Special Education Assistant	General	August 14, 2017
David Moo	Database Manager	General	August 12, 2017
Alicia Peak	Teacher - Math	General	August 14, 2017
Giovanni Stewart	Campus Unification Director	General	August 14, 2017
Yakun Wang James	Teacher - Math	General	August 14, 2017

Resignation/Retirement/Release:

Name	Classification/Position	Funding	Effective Date
Torino Johnson	Special Education Assistant	General	August 1, 2017
Donna Mandosa	Technology Supervisor/Coordinator	General	July 19, 2017
Paula Riff	Special Education Assistant	General	August 11, 2017

Our Mission:

PCHS will empower our diverse population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth



PALISADES

CHARTER HIGH SCHOOL

Staffing and Recruitment:

OPEN POSITIONS 2017/2018

<u>Position</u>	<u>Status</u>
Classified – Special Education Assistant (2)	Posted
Tech I	Posted

Other staffing:

Technology Supervisor/Coordinator:

The Technology Supervisor/Coordinator position became open due to a resignation. After a careful review of the positions duties and responsibilities it was determined that PCHS would be better served by creating a separation between the information technology (IT) and educational technology (Ed-Tech) responsibilities.

The IT functions were folded into to the current IT Team Supervisor’s duties, resulting in a significant increase in that’s positions responsibilities. HR recommends an adjustment in compensation and title to reflect the new responsibility level. The new charges would leave no time for coverage during gaps in providing day to day IT Tech support. This would best be covered by posting and hiring an additional entry level Tech I position thus relieving the current IT Team Supervisor of that coverage.

The Ed-Tech portion of the Technology Supervisor/Coordinator’s position was posted as we sought candidates. The applicant pool did not have all of the required skills to fill the position. Reassessment of faculty use of current PCHS education technology revealed that the position would best be filled internally. We have distributed the Education Technology portion of the duties into the Academic Achievement team and created an Education-Technology Coordinator position. This will be a teacher on special assignment for three periods out of the classroom.

Budgetary impact is zero with potential savings depending on Tech I hire:

Resignation of Technology Supervisor/Coordinator	\$100,000 salary and \$15,000 benefits, total \$115,000
Expansion of the IT Team Supervisor’s responsibilities, change title and salary scale	\$20,000
Additional Tech I position	\$40,000
Educational Technology (Ed-Tech) Coordinator	\$45,000
<i>(Three periods out of the classroom - three auxiliaries for teachers to cover the three periods)</i>	
potential savings,	Budgetary impact = \$0

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PALISADES CHARTER HIGH SCHOOL

Action item:

Recommend approval of the change in title from IT Team Supervisor to IT Director and adjustment of the salary scale to reflect the change in responsibilities.

Action item: ___ Approved ___ Not Approved

Campus Unification Director:

There have been significant issues over the last three years, culminating in an incident during the spring semester of 2017 that necessitated immediate and urgent action impacting inclusion and relations in PCHS campus culture. Special funding was set aside for a temporary contract position with the responsibility to survey and drive positive momentum in campus relations among students, faculty, and staff. The contract position was based on similar programs at other educational institutions and has already had a marked impact on campus relations. The position will be funded through grants, gifts and development.

Action item:

Recommend approval of the Campus Unification Director position.

Action item: ___ Approved ___ Not Approved

Credential Waiver Permit Approval:

Action Item:

Board Resolution:

Approve variable term waiver request – English Language Learner Authorizations

(Board Resolution attached)

___ Approved ___ Not Approved

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Coversheet

Director of Development Report

Section: II. Organizational Reports
Item: G. Director of Development Report
Purpose: FYI

Submitted by:

Related Material:

II_G_Dir Development Report_Part 1_BOT_08_22_17.pdf

II_G_Dir Development_Part 2_PCHSCommunicationsGuidelines_08_22_17.pdf



PALISADES

CHARTER HIGH SCHOOL



Board of Trustees Meeting Development Report August 22, 2017

Total Funds Raised to date \$43,566

- \$12,139 – The PCHS Fund
- \$31,427 – Donor Brick Campaign

Stadium Repair Campaign initial mailing to sports teams who use the track and field was mailed out on July 19th. Campaign brochures will be part of the registration packet for AYSO players. Pacific Palisades Chamber of Commerce is promoting the campaign on their website. A separate mailing to 500 selected businesses were mailed out on

The PCHS Fund Direct Mail campaign was mailed out to all families on August 16th and will be promoted by follow-up emails, parent newsletter and at Back-to-School Night.

Recommended Communications Guidelines

- Consideration for a new policy specifying guidelines for communications to our public and families.



PALISADES CHARTER HIGH SCHOOL

Palisades Charter High School Communications Guidelines & Procedures

It is essential that each PCHS stakeholder form a communications plan at the beginning of the school year. This entails developing a specific timeline that takes into consideration what information you would like to communicate, what outlet(s) best serves that purpose, and what timing makes the most sense in terms of getting the information out to parents. Aside from advertising your event and bolstering attendance, you might also want to recruit volunteers, remind parents about upcoming deadlines, or provide a post-event thank you.

Securing Your Date & Location

Most events require a Facilities Use Request Form to secure the date and/or alert the Operations Liaison of specific setup needs. If your event is a new (not annually recurring) event which does not already appear on the school calendar and/or your event requires special setup from Facilities, you will need to fill out a Facilities Use Request Form as soon as possible. This form may be downloaded from the school website. Once submitted, Facilities will check to make sure there are no conflicts with other school events and will then enter it on the school's master calendar.

Sharing Your Communication Plan with the Communications Coordinator

Once you have created your timeline, share your communication plan with the Communications Coordinator. Specific content is not needed for the outline of your plan, just the date and communications outlet. In general, all electronic communication from you to parents should go directly to the Executive Director/Principal for approval.

PCHS eNewsletter & Website Guidelines

The PCHS eNewsletter is sent to parents in the form of a weekly email, distributed every Saturday. **This is the primary method stakeholders should use to communicate to parents.** Those who wish to include an item about their event in the weekly eNewsletter should send their write-up to the Communications Coordinator. He/She will then proofread and edit as needed and send all approved communications to the Communications Director.

It is important to submit your item at least 48 hours in advance and to carefully consider the timing of the eNewsletter which is weekly.

You should provide:

- Name of the event
- Date and time

- Location
- Who is it for\Title of the event
- A brief description
- RSVP if applicable with a valid email address

If there is additional information for your event (e.g. a volunteer sign-up sheet, photos, a longer description or event instructions), the item will direct parents to follow a link to a webpage to learn further details. **Please make sure your title is descriptive enough that people are inclined to click on the link.** You may want to include a sentence or two in addition to the subject so that people get a sense of what your event is about before clicking the link.

Schoology Postings

All Schoology postings should be proofread before submission to the Communications Coordinator. Please include the audience you wish to direct your posting towards.

Stand-Alone Emails

Some committees or groups will have the opportunity to advertise their event through a stand-alone email that goes out to the appropriate parent group. To be respectful of parents' email boxes, only a limited number of stand-alone emails will be sent.

When deciding whether your event merits a stand-alone email, please consider the following:

- Can the information be better conveyed through the eNewsletter?
- Is this form of communication necessary to bolster attendance, communicate key information, or summarize a series of upcoming events?
- Is there enough content to warrant a stand-alone email?
- Is this event one in a series?

All requests for stand-alone emails must be approved by the Executive Director/Principal **at least 3 weeks ahead** of delivery. This allows sufficient time for proofreading and editing.

Events featuring speakers and/or authors should use the following guidelines for stand-alone emails:

- Event Title
- Description
 - Speaker bio (if applicable)
 - Essential questions: Consider what is new about what attendees are going to hear.
 - Key take aways. What are the 3 – 5 important ideas/facts/insights attendees will take away?
 - Event timing
 - Location of event
 - Contact info
 - Food/Beverages?
 - RSVP Instructions

PCHS Facebook & Twitter Accounts

The PCHS Facebook and Twitter accounts are for the exclusive use for the school for school-related purposes. Any outside postings to these accounts must have the prior approval of the Executive Director/Principal.

Flyers and Banners

Flyers may be printed and posted around campus or used electronically as a website link. Once you have created your flyer, submit it to the Executive Director/Principal for approval **2 weeks in advance** of your event.

Vinyl banners (large events only) must follow PCHS brand guidelines. Banner designed must be submitted to the Executive Director/Principal **6 – 8 weeks in advance of your event**. Upon approval, arrangements must be made with the Operations Liaison for installation, especially on Temescal fencing.

Coversheet

Chief Business Officer (CBO) Report

Section: II. Organizational Reports
Item: H. Chief Business Officer (CBO) Report
Purpose: FYI
Submitted by:
Related Material: II_H_Org Report_CBO_Part 2_Credit Card Expenses.pdf
II_H_Org Report_CBO_Part 1_08_22_17.pdf

Palisades Charter High School
Credit Card Reconciliation Form
For the Period of: 6/1/17 - 7/30/17

PLEASE COMPLETE

****For finance use only****

Date	Vendor	Description of Expense	Cardholder	Requested By	Amount	Board Approval Required?	Resource	Budget Category
6/2/2017	MAILCHIMP *MONTHLY - MAILCHIMP.COM, GA	communicatons	PAM MAGEE	M. Taylor	150.00	No	00000.0	5310
6/5/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	LAUSD site visit	PAM MAGEE	PAM MAGEE	108.92	No	00000.0	4390
6/5/2017	EXPRESS MEDALS - 860-436-2298, CT	Ambassadors medals	PAM MAGEE	PAM MAGEE	159.27	No	00000.0	4350
6/5/2017	INDEED - 203-564-2400, CT	HR job listings	PAM MAGEE	A. Nguyen	268.78	No	00000.0	5310
6/6/2017	DOMINO'S 8546 - 310-473-6575, CA	budget/finance committee lunch	PAM MAGEE	Greg Wood	108.77	No	00000.0	4390
6/6/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	LAUSD site visit	PAM MAGEE	PAM MAGEE	45.98	No	00000.0	4390
6/6/2017	DOMINO'S 8546 - 310-473-6575, CA	Ambassadors lunch	PAM MAGEE	PAM MAGEE	153.05	No	00000.0	4390
6/6/2017	IN *APPLE AWARDS INC - 715-6346860, WI	Teacher retirement awards	PAM MAGEE	A. Nguyen	169.41	No	00000.0	4350
6/6/2017	DOUBLETREE HOTEL FRESNO - 559-2681000, CA	Track & Field	PAM MAGEE	J. Achen	193.51	No	ASB	
6/6/2017	DOUBLETREE HOTEL FRESNO - 559-2681000, CA	Track & Field	PAM MAGEE	J. Achen	580.53	No	ASB	
6/6/2017	DOUBLETREE HOTEL FRESNO - 559-2681000, CA	Track & Field	PAM MAGEE	J. Achen	580.53	No	ASB	
6/6/2017	VISTAPR*VistaPrint.com - 866-8936743, MA	Business Cards	PAM MAGEE	PAM MAGEE	116.58	No	00000.0	4390
6/6/2017	DOUBLETREE HOTEL FRESNO - 559-2681000, CA	Track & Field	PAM MAGEE	J. Achen	193.51	No	ASB	
6/7/2017	PAYPAL *JOURNALISME - 402-935-7733, CA	JEA Conference	PAM MAGEE	D. Carini	170.00	No	62640.0	5220
6/8/2017	SMK*SURVEYMONKEY.COM - 971-2445555, CA	Athletic Survey	PAM MAGEE	J. Achen	204.00	No	00000.0	5310
6/9/2017	DOMINO'S 8546 - 310-473-6575, CA	Admin- How We doin meeting	PAM MAGEE	PAM MAGEE	84.71	No	00000.0	4390
6/9/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	Board Meeting Food	PAM MAGEE	PAM MAGEE	138.98	No	00000.0	4390
6/13/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	Emergency Staff Meeting	PAM MAGEE	PAM MAGEE	294.86	No	00000.0	4390
6/16/2017	SP * DAYBREAK BOOKSTOR - DAYBREAKINTER, MN	Universal Declaration of Human Rights	PAM MAGEE	PAM MAGEE	163.49	No	62640.0	4390
6/16/2017	PINOCCHIO IN CUCINA - PACIFIC PALIS, CA	Board Meeting Food	PAM MAGEE	PAM MAGEE	220.13	No	00000.0	4390
6/19/2017	VISTAPR*VistaPrint.com - 866-8936743, MA	Business Cards	PAM MAGEE	R. Montz	17.39	No	00000.0	4350
6/20/2017	VISTAPR*VistaPrint.com - 866-8936743, MA	Business Cards	PAM MAGEE	Dean's Office	62.63	No	00000.0	4350
6/20/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	Board Training Breakfast	PAM MAGEE	PAM MAGEE	66.97	No	00000.0	4390
6/22/2017	NOAH'S-ONLINE CATERING - 1800224356, CO	Board Meeting Food	PAM MAGEE	PAM MAGEE	220.79	No	00000.0	4390
6/28/2017	DOUBLETREE HOTEL FRESNO - FRESNO, CA	Track & Field	PAM MAGEE	J. Achen	(193.51)	No	ASB	
6/30/2017	NOAH'S-ONLINE CATERING - 1800224356, CO	Fuerza Unida Meeting	PAM MAGEE	PAM MAGEE	269.86	No	30100.0	4390
6/30/2017	IN *SOUTHERN CALIFORNIA A - 310-8916889, CA	ELA/ELD Framework Institute	PAM MAGEE	M. Cervantes	795.00	No	62640.0	5220
6/30/2017	EB ELAELD FRAMEWORK - 801-413-7200, CA	ELA/ELD Framework Institute	PAM MAGEE	M. Cervantes	1,500.00	No	62640.0	5220
7/5/2017	MAILCHIMP *MONTHLY - MAILCHIMP.COM, GA	communicatons	PAM MAGEE	PAM MAGEE	150.00	No	00000.0	5310
7/5/2017	INDEED - 203-564-2400, CT	HR job listings	PAM MAGEE	A. Nguyen	6.10	No	00000.0	5310
7/5/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	Fuerza Unida Meeting	PAM MAGEE	E. Najjar	264.87	No	30100.0	4390
7/11/2017	THE TABLE GROUP - 510-596-9296, CA	PD book	PAM MAGEE	PAM MAGEE	292.49	No	00000.0	4390
7/11/2017	Amazon.com - AMZN.COM/BILL, WA	The Five Dysfunctions of a Team - PD Book	PAM MAGEE	PAM MAGEE	150.84	No	00000.0	4390
7/12/2017	FIESTA FEAST - PACIFIC PALIS, CA	Adaptive training meeting	PAM MAGEE	PAM MAGEE	205.23	No	00000.0	4390
7/14/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	Adaptive training meeting	PAM MAGEE	PAM MAGEE	163.89	No	00000.0	4390
7/14/2017	AMAZON MKTPLACE PMTS - AMZN.COM/BILL, WA	The Five Dysfunctions of a Team - PD Book	PAM MAGEE	PAM MAGEE	191.68	NO	00000.0	4390
7/18/2017	NOAH'S-ONLINE CATERING - 180-022-4356, CO	Adaptive training meeting	PAM MAGEE	PAM MAGEE	94.21	NO	00000.0	4390
7/20/2017	DOMINO'S 8546 - 310-473-6575, CA	Adaptive training meeting	PAM MAGEE	PAM MAGEE	107.05	No	00000.0	4390
7/20/2017	THE TABLE GROUP - 510-596-9296, CA	PD Book - refund	PAM MAGEE	PAM MAGEE	(292.49)	No	00000.0	4390
7/21/2017	SUBWAY 03016888 - PACIFIC PALIS, CA	Adaptive training meeting	PAM MAGEE	PAM MAGEE	64.46	No	00000.0	4390
7/25/2017	THE BAGEL FACTORY - LOS ANGELES, CA	Fuerza Unida Meeting	PAM MAGEE	E. Najjar	166.13	No	30100.0	4390
7/26/2017	Dropbox*DHY4TK15R12J - db.tt/cchelp, CA	Storage	PAM MAGEE	Tech	99.00	No	00000.0	5310
7/26/2017	CheapTix*7282887103538 - www.ctix.info, WA	ELA/ELD Framework Institute	PAM MAGEE	M. Cervantes	396.46	No	30100.0	5220

Grand Total **8,904.06**



PALISADES CHARTER HIGH SCHOOL

More Than 50 Years of Innovation and Excellence

CBO REPORT BOARD OF TRUSTEES MEETING August 22, 2017

2016-2017

We have prepared the Final entries to close the financials for 2016-2017. These (Unaudited Actuals Report, "UAR") financials are sent to the CDE by September 15th every year and are subject to Audit by our outside auditors and the Audited Financial Statements are due by December 15th every year. The UAR report is presented separately and will be discussed and requested to be approved by the Board.

ASB financial results for 2016-2017 are being finalized and compiled, as of the date of this report. Initially, the net results are slightly favorable and will be reported when completed.

2017-2018

The summer provided an opportunity to close the books on 2016-2017 and open the 2017-2018 School Year. New funding (One-time State & Title II-Federal) we allocated to us in July/August 2017. The closing of the 2016-2017 financials had a number of expense areas (Transportation & Consulting in particular) needing to be reviewed with the new School Year starting and analyzed further. The 2017-2018 Budget updates are included in the UAR report and will also be discussed separately.

Cash Balances for PCHS at the end of June 2017 were \$10.0 million (\$9.5 Unrestricted and \$5.34 million in Fund 20.0-Lifetime Benefits Account, excludes loan from Permit account). The month end July Cash balance was \$8.9 million (\$8.5 Unrestricted) due to lower funding in July and Year-end accruals that were paid off. This is normal for the month of July.

Outreach was made to Granada & Birmingham to meet with the CBO's. I am in process of scheduling a similar meeting with El Camino Real Financial Staff in the next couple of weeks.

Cathay Bank has finalized the final version of the Loan documents for the \$850,000 Loan for the Track & Field Renovation, which recognizes the School's Internal Loan between the Civic Center Permit Account & the Life Time Benefits Account. This document is presented as an action item for Board discussion/approval.

The new Food Service Management Company (Chartwell) has started and is fully staffed. Students and staff were provided food for Summer activities. The start of the school year started off a bit bumpy as the Biometric devices which were employed at the start of the year

Our Mission:

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PALISADES CHARTER HIGH SCHOOL

More Than 50 Years of Innovation and Excellence

CBO REPORT BOARD OF TRUSTEES MEETING August 22, 2017

to expedite faster serving time and expand participation were purchased and students were scanned during the enrollment period one week before the start of school.

A tech glitch was discovered that did not allow the scanned fingerprint data to transfer to our Point of Sale system. We are actively exploring a solution to this issue and hope to have a resolution to this as early as Monday. The initial response to the quality & variety of food from our new Vendor has been positive. They will introduce themselves during the Board meeting. New food service equipment has also been ordered to expedite the service and delivery of food to our students & staff.

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Coversheet

Executive Director/Principal (EDP) Report

Section: II. Organizational Reports
Item: I. Executive Director/Principal (EDP) Report
Purpose: FYI
Submitted by:
Related Material: II_Org Report_EDP_08_22_17.pdf



PALISADES

CHARTER HIGH SCHOOL

PALISADES CHARTER HIGH SCHOOL BOARD OF TRUSTEES MEETING EXECUTIVE DIRECTOR AND PRINCIPAL REPORT AUGUST 22, 2017

PCHS will empower our diverse student population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth.

PCHS Campus Unification Plan

PCHS is safe and constructive environment for students to learn who they want to be. We are fully committed to cultivating an uplifting environment where students are inspired to pursue their personal aspirations. We do not tolerate hate or discrimination based on race, gender, sexual orientation, or socio-economic status. Our goal is for all students to feel safe, valued, and respected.

A goal for our school is the development and implementation of a cohesive plan to bring all members of the school community together regardless of gender, ethnicity, soci-economic status, position, and background. Feedback from multiple groups including the Culture and Climate Committee, end of year all staff meeting, and survey responses have noted the need for a systemic, ongoing plan that embeds community building strategies into the fiber of all elements of PCHS. To ensure that PCHS meets this important objective, we will pilot a position specifically dedicated to formalizing and implementing the community unification plan. SMART goals will be established to measure school progress. A provisional summer position was established to initiate the preliminary steps of the unification plan. A full-time position will be piloted to ensure we adhere to our unification goals. The position will be funded through fundraising and grants.

To learn more about the PCHS Campus Unification program, click [here](#).

Opening of the School Year Events

PCHS opened the new school year by greeting students as they arrived to campus. Cheerleaders, football players, Link Crew mentors, and faculty and staff dressed in spirit wear accompanied by the marching band greeted students as they entered. Leadership students coordinated an energetic lunchtime rally. New LAUSD board member Nick Melvoin representing District 4 visited PCHS classrooms and shared his vision of a district that supports multiple school models to provide parents with a variety of educational choices. More than 200 trained Link Crew Leaders met with their 9th grade “buddies” to participate in team building activities during 9th grade orientation. 9th graders received a personal phone call from their Link Crew leader before coming to campus.

Back to School Professional Development

Teachers and staff participated in two days of training to prepare for the 2017-18 school year. Some of the topics covered included Adaptive Schools training, Office for Civil Rights legal



PALISADES

CHARTER HIGH SCHOOL

training with Lisa Corr from YMC, safety presentations, and WASC preparation. Teachers developed annual SMART goals and completed mandated training pertaining to Mandated Reporter Requirements, Bloodborne Pathogen Exposure, Bullying: Recognition and Response. Participants experienced the “Hello!” program to learn more about each other as well as to practice a community building strategy for classrooms.

PCHS Summer Activities

- Extended School Year Program
- Summer School for credit recovery
- Dolphin Leadership Academy
- Band Camp
- Athletic Camps and Practice
- Adaptive Schools training for administrators, AA Team, and staff (4 days)
- Museum of Tolerance professional development
- Diversity Film Festival
- PLC mini-grants for curriculum development and planning
- Facilities upgrades and campus beautification
- Link Crew training
- Registration and 9th grade Orientation
- And much, much, more!

Academic Achievement Team Update

- New members of the Academic Achievement team under the direction of Monica Iannessa include Giovanni Stewart as Unity Director; Sarah Rosenthal and Maggie Nance as instructional coaches; an expanded Ed Tech Coach role for John Vieira with Alex Van Name and Steve Burr. Sarah Crompton, Minh Ha Ngo, Myrna Cervantes, and Dave Suarez are in roles of coordinators as well.
- AA team members designed the afternoon session of the new teachers meeting. The new teachers were given Infinite Campus and Schoology training.
- Ramona Bostic supports the AA Team and has been ordering materials for programs and coordinators such as Freshman welcome materials, "hello" curriculum material and study skills materials.
- Dave Suarez has met with the study skills teachers and has placed appropriate students in study skills courses with counseling.
- Myrna Cervantes, EL coordinator, has been working with counseling to properly place EL students in classes and RFEP in sheltered courses.
- Dr. Minh Ha Ngo is working with new teachers and solving schoolwide problems involving Infinite Campus as our new database manager David Moo settles into his position.
- SLC coach Sarah Crompton and Monica Iannessa are working on PLC notebooks. PLC pull out scheduling, and SLC new groups.



PALISADES

CHARTER HIGH SCHOOL

- Kudos goes to Vidi Torres for jumping in as SLC coordinator and helping to balance SLCs and plan the pod PLC training.

New college courses

West LA College will be offering American Sign Language (ASL) and Psychology this fall at Pali starting 8/28 a **registration meeting will be held on 8/22 at lunch in J109.** ASL 1 counts as a full year of Foreign Language. Both courses give college credit.

Los Angeles Advocacy Council update

The LAAC represents charter schools throughout Los Angeles as well as partnering with northern California charter schools. The 17-member council recently met with LAUSD Board President Ref Rodriguez to discuss the new vision for charter schools authorized by LAUSD. Areas raised as areas for growth included annual oversight visits, potential for collaboration versus a “gotcha” mentality, and facilities challenges for both co-located schools as well as independent charters located on district property.

Coversheet

Update to SMC CCAP Agreement

Section: V. Academic Excellence
Item: B. Update to SMC CCAP Agreement
Purpose: FYI
Submitted by:
Related Material: V_B_Acad Excellence_SMC CCAP_08_22_17.pdf

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

APPENDIX

PALISADES CHARTER HIGH SCHOOL 2017-2018

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as “Agreement” between Santa Monica College District (SMC) hereinafter known as “COLLEGE” and Palisades Charter High School hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Maral Hyeler, Director Instructional Services	310-434-3551	hyeler_maral@smc.edu
School District:	Jeff Hartman, Assistant Principal	310-230-7224	jhartman@palihigh.org

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

Note: All referenced Sections from AB 288 (Education Code § 76004)

1 | Page

3. **CCAP AGREEMENT PROGRAM YEAR FALL 2016-SPRING 2017** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2017-2018 COLLEGE: Santa Monica College

SCHOOL DISTRICT: Palisades Charter High School

EDUCATIONAL PROGRAM: Media Studies and Photography

TOTAL NUMBER OF STUDENTS TO BE SERVED: 50 per semester	TOTAL PROJECTED FTES: 10.56
--	-----------------------------

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Survey of Mass Media Communication	Media 1	Fall	12:20-1:50PM	T, Th	Saxon, Lisa	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
Reading Media: Acquiring Media Literacy	Media 2	Spring	12:20-1:50PM	T, Th	Saxon, Lisa	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
Introduction to Photography	Photo 1	Fall	TBD	TBD	Steil, Rick	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
Basic Photography Lab Techniques	Photo 2	Spring	TBD	TBD	Steil, Rick	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

EDUCATIONAL PROGRAM: Graphic Design

TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 per semester	TOTAL PROJECTED FTES: 11.79
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Graphic Design Applications	Gr Des 18	Fall	12:24-1:44PM	M, W	Mashihi, Karineh	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
Digital Imaging for Design	Gr Des 64	Spring	12:24-1:44PM	M, W	Mashihi, Karineh	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

Note: All referenced Sections from AB 288 (Education Code 76004)

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Gr Des 18	No text required		N/A	
Gr Des 64	Photoshop Cc: Visual Quickstart Guide	\$40.00	N/A	
Media 1	Media & Culture 10 th Ed.	\$143.00	N/A	
Media 2	Media and Society : A Brief Introduction	\$39.75	N/A	
Photo 1	Short Course In Photography: Digital 3 rd Ed.	\$75.25	N/A	
Photo 2	No Required Textbook		N/A	

5. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

Note: All referenced Sections from AB 288 (Education Code 76004)

BUILDING	CLASSROOM	DAYS	HOURS
Palisades Charter HS	TBD	See days above	See hours above

Note: All referenced Sections from AB 288 (Education Code 76004)

Coversheet

Department of Rehabilitation Contract

Section: V. Academic Excellence
Item: C. Department of Rehabilitation Contract
Purpose: Vote
Submitted by:
Related Material: V_C_Acad Excellence_Dept of Rehab Contract_DOR Contract 17.18.pdf



Edmund G. Brown Jr., Governor



State of California
Health and Human Services Agency

Contracts & Procurement Section
P.O. Box 944222
Sacramento, CA 94299-9222
(916) 558-5680 Office
(916) 558-5681 Fax

June 26, 2017

Palisades Charter High School
15777 Bowdoin Street
Pacific Palisades, CA 90272

Re: We Can Work - Agreement # 30391

Attention: Mary Bush

Attached is the Agreement for Fiscal Years 2017/18 and 2018/19. Complete and sign the following checked item(s):

- Print out four copies of the Standard Agreement form (STD 213). Sign all four copies of the STD 213. All signatures must be original.
- Print out one copy of the Payee Data Record (STD 204). No payment can be made unless this form is completed.
- Print out one copy of the Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC. Failure to do will prohibit the State of California from doing business with your company.
- Print out one copy of the Board Resolution, complete and sign. Please make sure the person who signs the Board Resolution form is not the same person being authorized. However, if the authorized signer is an elected official, you do not need the Board approval, just submit a letter or email stating the fact.

In lieu of the Board Resolution form, you may use your own form or Board minutes. Be sure the authorization gives approval to **“sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments”**. If the word "amendment" is not included in

the authorization, we will require a new Board Resolution to process any amendments.

- Print out one copy of the Signature Authorization form, complete and sign. The person authorizing the signatures is the person who is authorized to sign the Agreement.
- Print out one copy of the Unruh Civil Rights Act and the Fair Employment & Housing Act. This form must be received to execute the agreement.
- General Liability Insurance documents. See Exhibit D for requirements.
- Worker's Compensation Insurance documents. See Exhibit D for requirements.

Return all four original signed copies of the STD 213 and one copy of all other related documents for further processing. **All signed documents must have original signatures.**

Department of Rehabilitation
Attn: Julie Sanchez, Contract Section
721 Capitol Mall, 6th Floor
Sacramento, California, 95814

No services should be started prior to final approval by DGS and/or the passage of the State Budget as the State is not obligated to make any payments until the contract is executed. Expeditious handling of this Agreement is appreciated.

If you have any questions please call me at (916) 558-5686,
Julie.E.Sanchez@dor.ca.gov.

Sincerely,

Julie Sanchez

Contract Analyst

Enclosures

cc: Contract Administrator

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
30398
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Palisades Charter High School

2. The term of this Agreement is: July 1, 2017 through June 30, 2019

3. The maximum amount of this Agreement is: \$40,000.00



4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	2 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	2 pages
Exhibit C* - General Terms and Conditions	GTC 4/2017 1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	8 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Services	3 pages
Exhibit G - Additional Provisions - Contracts Monitoring and Reporting/Transportation	1 page

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Palisades Charter High School		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Pamela Magee, Ed.D., Executive Director & Principal		
ADDRESS		
15777 Bowdoin Street Pacific Palisades, CA 90272		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM Vol 1.404 A.2
AGENCY NAME		
Department of Rehabilitation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS		
721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

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BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Pamela Magee, Ed.D., Executive Director & Principal		
ADDRESS 15777 Bowdoin Street Pacific Palisades, CA 90272		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input checked="" type="checkbox"/> Exempt per: SCM Vol 1.404 A.2
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STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		<input checked="" type="checkbox"/> Exempt per: SCM Vol 1.404 A.2
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PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Palisades Charter High School		92-0184898
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Pamela Magee, Ed.D., Executive Director & Principal		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
BOARD RESOLUTION
 DR 324 (Rev 9/2011)

DEPARTMENT OF REHABILITATION

FULL Name of Corporation or Public Agency

Palisades Charter High School

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Pamela Magee, Ed.D., Executive Director & Principal

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

15777 Bowdoin St., Pacific Palisades, CA 90272





Date of Board Meeting	Signature of Recording Secretary	Date Signed
		

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
 DR 325 (Rev. 12/98) Computer Generated


DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Greg Wood	Chief Business Officer
	Mary Bush	Asst. Principal & Director
		
		

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
		

**EXHIBIT A
(Standard Agreement - Subvention)**

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

<p>Department of Rehabilitation Greater Los Angeles District Peter Blanco, Contract Administrator 3333 Wilshire Boulevard, Suite 200 Los Angeles, CA 90010 (213) 736-3989 Peter.blanco@dor.ca.gov</p>	<p>Palisades Charter High School Mary Bush 15777 Bowdoin Street Pacific Palisades, CA 90272 (310) 230-7240 mbush@palihigh.org</p>
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4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy as well as some limited occupational skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. For students participating in paid work experience, the contracting school will be the employer of record, and students will be paid minimum wage. Work Experiences will be individualized and can vary in duration as well as type of placement. Work experience hours are expected to average up to 100 hours per student per year depending on individual need and interest. The Work Experience Coordinator will evaluate students/DOR client progress and submit written reports to the DOR counselor on a monthly basis as long as the DOR client is actively participating in contract services.

2. Service Goals/Number to be served

During fiscal year 2017/2018, it is expected that:

PCHS will provide 10 Pre-ETS work experience to student/DOR clients.

During fiscal year 2018/2019, it is expected that:

PCHS will provide 10 Pre-ETS work experience to student/DOR clients.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Peter Blanco
3333 Wilshire Blvd, Suite 200
Los Angeles, CA. 90010
(213) 736-3989
(213) 736-3949 fax
peter.blanco@dor.ca.gov

Palisades Charter High School

Mary Bush
15777 Bowdoin Street
Pacific Palisades, CA 90272
(310) 230-7240
(310) 454-6319fax
mbush@palihigh.org

C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. **Invoice Claim Adjustments**

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. **Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(*Note: ALL changes must be made in **bold**.*)

F. **Travel Reimbursements**

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations

Exhibit B.1
Service Budget Narrative

WE CAN WORK CASE SERVICE CONTRACT
SERVICE BUDGET NARRATIVE

BENEFITS

The positions listed below are provided with the following Full-time benefits: Worker's Compensation, State Unemployment Insurance (SUI), California Stat Teachers Retirement System (STRS), California Public Employee's Retirement System (PERS), Old Age, Survivors, Disability and Health Insurance (OASHDA, and Medicare. Benefit rates fall between 15%-23% depending on classification.

PERSONNEL

DOR Contract Duties:

Work Experience Coordinator:

1. Job Developing, finding employers for students to work with
2. Maintains a job bank for student/DOR client in Work Experiences.
3. Places student/DOR client in Work Experiences
4. Monitors and evaluates the student/DOR client in the Work Experience
5. Provides monthly progress reports to referring DOR counselor.

Traditional Education Agency Duties:

Transition Teacher:

Coordinate and implement a service delivery model that will assist students with disabilities in transition planning and career preparation. Provide resources and information to staff, parents, and students on community resources, agencies, and programs. Provide transition assessment and instruction to all students with disabilities 14 years of age and above.

Student Wages: cost of student wages at minimum wage plus FICA and Workers Comp costs. Students will be paid minimum wage for up to 100 hours per student. The student may be provided more than one work experience within this 100 hour limit. For example: 2 work experiences at 50 hours per work experience.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. **Commercial General Liability** – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- ii. **Automobile Liability (If Applicable)** – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
 - **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
 - **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

EXHIBIT G ADDITIONAL PROVISIONS

I. CONTRACT MONITORING AND REPORTING

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) on a monthly basis, with a list of student/DOR clients served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of student/DOR clients served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of student/DOR clients served as requested by DOR contract administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly progress reports for student/DOR clients' receiving contract services. Progress reports should include student/DOR client's name and other necessary or required information to document the services provided and individual student/DOR client progress in those services

II. TRANSPORTATION

The Contractor will not provide transportation to student/DOR clients.

Coversheet

Track and Field Loan Approval

Section: VII. Finance
Item: B. Track and Field Loan Approval
Purpose: Vote
Submitted by:
Related Material:
VII_B_Finance_Track Field Cathay Bank Loan Doc_Approval_08_22_17.pdf

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
BUSINESS DEVELOPMENT DEPARTMENT
9650 FLAIR DRIVE
EL MONTE, CA 91731

THIS BUSINESS LOAN AGREEMENT dated August 14, 2017, is made and executed between PALISADES CHARTER HIGH SCHOOL ("Borrower") and CATHAY BANK, a California Banking Corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of August 14, 2017, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **PAMELA MAGEE, Executive Director of PALISADES CHARTER HIGH SCHOOL;** and **GREGORY WOOD, Chief Business Officer of PALISADES CHARTER HIGH SCHOOL.**

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) subordinations; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 15777 BOWDOIN ST, PACIFIC PALISADES, CA 90272. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to

BUSINESS LOAN AGREEMENT (Continued)

all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-eighty (180) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a certified public accountant satisfactory to Lender.

Additional Requirements.

Annual Statements. As soon as available, but in no event later than thirty (30) days after the end of each fiscal September, Borrower's balance sheet and profit and loss statement for the period ended as of June 30th for the Civic Center Permit Account, prepared by Borrower and satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Financial Covenants and Ratios. Comply with the following covenants and ratios:

Minimum Income and Cash flow Requirements. Other Cash Flow requirements are as follows:

Debt Coverage Ratio. Loan No. 3000161126-100. Maintain a Debt Coverage Ratio of at least **1.100** to **1.000** as of June 30th of each fiscal year for as long as the Loan is outstanding. "Debt Coverage Ratio" is defined as (i) the annual income derived from the rental activities on the premises located at 15777 Bowdoin Street, Pacific Palisades, CA 90272 minus the annual expense in connection with such rental activities divided by (ii) the aggregate sum the annual principal and interest payments on this Loan and on that certain loan in the original principal amount of \$835,000.00 pursuant to that certain Cash Borrowing Resolution dated May 3, 2016 by and between Palisades Charter High School, A California Nonprofit Public Benefit Corporation Operating a Public Charter School and the School's County-held funds maintained in Fund 20 (Lifetime Benefits Account).

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

BUSINESS LOAN AGREEMENT (Continued)

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Subordination. Prior to disbursement of any Loan proceeds, deliver to Lender a subordination agreement on Lender's forms, executed by Borrower's creditor named below, subordinating all of Borrower's indebtedness to such creditor, or such lesser amount as may be agreed to by Lender in writing, and any security interests in collateral securing that indebtedness to the Loans and security interests of Lender.

<u>Name of Creditor</u>	<u>Total Amount of Debt</u>
PALISADES CHARTER HIGH SCHOOL	\$643,487.92

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

Maintain Primary Operating Account with Lender. Borrower agrees to maintain Borrower's Primary Operating Account with Lender or any banking affiliate of Lender and keep such account at all times in good standing. If Borrower does not maintain a separate operating account for its operations, but rather its operations are primarily administered through an operating account of Borrower's parent or affiliate, then Borrower agrees to cause such parent or affiliate to maintain its Primary Operating Account with Lender or any banking affiliate of Lender. Borrower shall also provide specific authorization to Lender to debit the applicable Primary Operating Account for payments and fees due in connection with documentary credit financings, collections, loans and advances, if applicable, as they become due and payable. As used herein, "Primary Operating Account" means the deposit account into which substantially all of the receipts from the operations of Borrower, or of Borrower's parent or affiliate if applicable, are deposited and from which substantially all of its disbursements for its operations are made.

BUSINESS LOAN AGREEMENT (Continued)

Notice of Litigation. Promptly inform Lender in writing of any proceedings (whether or not purportedly on behalf of Borrower) against Borrower involving an amount in excess of \$25,000.00 and which are not fully covered by insurance.

Compensating Balance. Maintain with Lender minimum compensating balances of available collected funds in non-interest bearing deposit account(s) based on the year-to-date average monthly balance, in an amount not less than the then outstanding term loan balance from Lender to Borrower.

Borrower's Charter. Borrower's charter with the Los Angeles Unified School District shall remain valid for as long as the Loan is outstanding.

Lease Arrangement. Borrower shall maintain a valid lease arrangement with the Los Angeles Unified School District for as long as the Loan is outstanding.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Additional Financial Restrictions.

Other Indebtedness. Create, incur, assume or permit to exist any indebtedness or liabilities resulting from borrowings, guaranties, leasing, loans or advances, whether secured or unsecured, matured or un-matured, liquidated or un-liquidated, direct or contingent, joint or several, except (a) the liabilities of Borrower to Lender, and (b) any other liabilities of Borrower existing as of, and disclosed to Lender prior to, the date hereof.

Loans, Acquisitions and Guaranties. Except as expressly stated hereafter, (1) loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Use Of Funds. Use any of the proceeds of any Credit extended hereunder except for the purposes stated in the Agreement and Related Documents.

Capital Expenditures. Make any additional investment in fixed assets in any fiscal year in excess of an aggregate of \$750,000.00.

Investments. Invest (directly or indirectly) by way of loan, stock purchase, capital contribution or otherwise in amounts exceeding \$750,000.00 per annum. For the avoidance of doubt, such investment limit shall not apply to funds on deposit with the Los Angeles County Pool as this relates to the Borrower's pension program for retired eligible employees

Merger, Consolidation, Transfer of Assets. Merge into or consolidate with any other entity; make any substantial change in the nature of Borrower's business as conducted as of the date hereof; acquire all or substantially all of the assets of any other entity; nor sell, lease, transfer or otherwise dispose of all or a substantial or material portion of Borrower's assets except in the ordinary course of its business.

No Pledge Of All Borrower's Assets Or Acceleration of Debt. Mortgage, pledge, grant or permit to exist a security interest in, or lien upon, all or any portion of Borrower's assets now owned or hereafter acquired or accelerate payment on any existing debt, except any of the foregoing in favor of Lender or which is existing as of, and disclosed to Lender in writing prior to, the date of this Agreement.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

BUSINESS LOAN AGREEMENT (Continued)

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

BANK SECRECY ACT. Borrower shall not, and shall not permit any of its subsidiaries, if applicable, to: (a) be or become a Sanctioned Person or be or become subject at any time to any Sanctions or any foreign asset control, anti-terrorism, money laundering or other similar law, regulation or list of any governmental authority of the United States (including, without limitation, the OFAC list) that prohibits or limits Lender from making any advance or extension of credit to any Obligor or from otherwise conducting business with any Obligor; (b) fail to provide documentation and other evidence of the identity of the Obligors as may be requested by Lender at any time to enable Lender to verify the identity of the Obligors or to comply with any applicable law, including, without limitation, Section 326 of the Patriot Act at 31 U.S.C. Section 5318; or (c) use any part of the proceeds from the Loan, directly or indirectly, (i) in connection with any investment in, or any transactions or dealings with, any Sanctioned Country or Sanctioned Person, (ii) for any purpose that would cause Lender to be in violation of any Sanctions, or (iii) otherwise in violation of Sanctions. For the purpose of this provision: "Obligor" shall mean Borrower, each Guarantor and any other person that is or becomes primarily or secondarily liable on this Agreement, the Note or any of the other Related Documents. "OFAC" shall mean the Office of Foreign Assets Control of the United States Department of the Treasury. "Sanctioned Country" shall mean a country or territory that is subject to Sanctions. "Sanctioned Person" shall mean (a) a Person that is, or is owned or controlled by, Persons that are (i) the subject/target of any Sanctions or (ii) located, organized or resident in a Sanctioned Country, or (b) a Person named on the list of "Specially Designated Nationals and Blocked Persons" or other similar sanctions party list maintained by OFAC and available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or as otherwise published from time to time. "Sanctions" shall mean any trade, economic or financial sanctions administered or enforced by OFAC, the U.S. Department of State, the United Nations Security Council, the EU, Her Majesty's Treasury or other relevant sanctions authority.

WAIVER OF CONFIDENTIALITY OF BUSINESS ADDRESS. Borrower hereby waives any and all rights to keep the business address of Borrower confidential from Lender whether on file with the Department of Motor Vehicles or equivalent governmental agency. Borrower hereby authorizes Lender, its agents, successors, and/or assigns, to obtain the business address from any agency whenever Lender deems it has a legitimate need for this information.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or

BUSINESS LOAN AGREEMENT (Continued)

disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

BUSINESS LOAN AGREEMENT (Continued)

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means PALISADES CHARTER HIGH SCHOOL and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes without limitation all indebtedness evidenced by any promissory notes and credit agreements or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under any Agreement or under any of the Related Documents, together with any and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the notes or credit agreements. Specifically, without limitation, Indebtedness includes any future advances set for in the Future Advances provision of any Agreement together with all interest thereon.

Lender. The word "Lender" means CATHAY BANK, a California Banking Corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the notes or credit agreements evidencing any and all loans and financial accommodations whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described in any exhibit or schedule attached to this Agreement, Guaranty or any Related Documents from time to time.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BUSINESS LOAN AGREEMENT
(Continued)**

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED AUGUST 14, 2017.

BORROWER:

PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

LENDER:

CATHAY BANK, A CALIFORNIA BANKING CORPORATION

By: _____
Authorized Signer

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL / SUBORDINATE DEBT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Corporation: PALISADES CHARTER HIGH SCHOOL 15777 BOWDOIN ST PACIFIC PALISADES, CA 90272	Lender: CATHAY BANK, a California Banking Corporation BUSINESS DEVELOPMENT DEPARTMENT 9650 FLAIR DRIVE EL MONTE, CA 91731
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I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is PALISADES CHARTER HIGH SCHOOL ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 15777 BOWDOIN ST, PACIFIC PALISADES, CA 90272. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **August 14, 2017**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of PALISADES CHARTER HIGH SCHOOL:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
PAMELA MAGEE	Executive Director	Y	X _____
GREGORY WOOD	Chief Business Officer	Y	X _____

ACTIONS AUTHORIZED. Any one (1) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any one (1) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Subordination. To subordinate, in all respects, any and all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from any person or entity to the Corporation to all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from such person or entity to Lender ("Subordinated Indebtedness"), together with subordination by the Corporation of any and all security interests of any kind, whether now existing or hereafter acquired, securing payment or performance of the Subordinated Indebtedness; all on such subordination terms as may be agreed upon between the Corporation's Officers and Lender and in such amounts as in their judgment should be subordinated.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL / SUBORDINATE DEBT
(Continued)**

such other documents and agreements, including agreements requiring disputes with Lender to be submitted to binding arbitration for final resolution, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation of such authority: **PAMELA MAGEE, Executive Director of PALISADES CHARTER HIGH SCHOOL; and GREGORY WOOD, Chief Business Officer of PALISADES CHARTER HIGH SCHOOL.**

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signatures set opposite the names listed above are their genuine signatures.

I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral / Subordinate Debt is dated August 14, 2017.

CERTIFIED TO AND ATTESTED BY:

X _____
Deanna Hamilton, Secretary

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
BUSINESS DEVELOPMENT DEPARTMENT
9650 FLAIR DRIVE
EL MONTE, CA 91731

Principal Amount: \$850,000.00

Date of Note: August 14, 2017

PROMISE TO PAY. PALISADES CHARTER HIGH SCHOOL ("Borrower") promises to pay to CATHAY BANK, a California Banking Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eight Hundred Fifty Thousand & 00/100 Dollars (\$850,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule:

Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: Six (6) monthly consecutive interest payments of all accrued unpaid interest due as of each payment date, beginning September 30, 2017; fifty-nine (59) monthly consecutive principal and interest payments, beginning March 31, 2018; and one final principal and interest payment on February 28, 2023. The final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Borrower acknowledges and agrees that the regularly scheduled monthly payments will be calculated based upon an amortization period of five (5) years.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. **Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 0.500 percentage points over the Index. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note. (Initial Here _____)

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Cathay Bank, PO Box 80426, City of Industry, CA 91716-8426.**

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment.**

INTEREST AFTER DEFAULT. Upon default, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall, if permitted under applicable law, immediately increase by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan.

PROMISSORY NOTE (Continued)

This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: inventory, chattel paper, accounts, equipment and general intangibles described in a Commercial Security Agreement dated August 14, 2017.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **PAMELA MAGEE, Executive Director of PALISADES CHARTER HIGH SCHOOL; and GREGORY WOOD, Chief Business Officer of PALISADES CHARTER HIGH SCHOOL.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

LINE OF CREDIT ADVANCE PROVISIONS. Borrower hereby agrees that the straight line of credit feature shall be made available until February 28, 2018 at which time no further advances shall be permitted. Each advance request submitted by Borrower must be accompanied by copies of eligible invoice(s) generated by the general contractor and subcontractors working on the track and field rehabilitation project. All advances made on the credit facility shall be deposited into Borrower's Account No. 34118446 with Lender in the name of Palisades Charter High School / Track & Field Renovation.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker,

**PROMISSORY NOTE
(Continued)**

guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Grantor: PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
BUSINESS DEVELOPMENT DEPARTMENT
9650 FLAIR DRIVE
EL MONTE, CA 91731

THIS COMMERCIAL SECURITY AGREEMENT dated August 14, 2017, is made and executed between PALISADES CHARTER HIGH SCHOOL ("Grantor") and CATHAY BANK, a California Banking Corporation ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due from a factor; rights to payment of money from any Swap Contract (as hereinafter defined); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into. (b) All inventory, including all materials, work in progress and finished goods. (c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Grantor, (including, but not limited to, the equipment described in the attached Equipment Description, if any). (d) All deposit accounts, including any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and causes in action arising therefrom or related thereto. (e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type, including all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing. (f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles. (g) All negotiable and nonnegotiable documents of title covering any Collateral. (h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral. (i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process. (j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records"). ALL TERMS USED HEREIN, IF NOT OTHERWISE SPECIFICALLY DEFINED, SHALL HAVE THE MEANING ASCRIBED THERETO BY THE CALIFORNIA UNIFORM COMMERCIAL CODE AS SUCH CODE MAY BE AMENDED OR REPLACED FROM TIME TO TIME.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether

COMMERCIAL SECURITY AGREEMENT (Continued)

checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of California, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to

COMMERCIAL SECURITY AGREEMENT (Continued)

pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also

COMMERCIAL SECURITY AGREEMENT (Continued)

will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the California Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

COMMERCIAL SECURITY AGREEMENT (Continued)

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Grantor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any

COMMERCIAL SECURITY AGREEMENT (Continued)

circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means PALISADES CHARTER HIGH SCHOOL and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means PALISADES CHARTER HIGH SCHOOL.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes without limitation all indebtedness evidenced by any promissory notes and credit agreements or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under any Agreement or under any of the Related Documents, together with any and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the notes or credit agreements. Specifically, without limitation, Indebtedness includes any future advances set for in the Future Advances provision of any Agreement together with all interest thereon.

Lender. The word "Lender" means CATHAY BANK, a California Banking Corporation, its successors and assigns.

Note. The word "Note" means the notes or credit agreements evidencing any and all loans and financial accommodations whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described in any exhibit or schedule attached to this Agreement, Guaranty or any Related Documents from time to time.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 14, 2017.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

GRANTOR:

PALISADES CHARTER HIGH SCHOOL

By: _____
**Authorized Signer for PALISADES CHARTER HIGH
SCHOOL**

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SUBORDINATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Creditor: PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN STREET
PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
BUSINESS DEVELOPMENT DEPARTMENT
9650 FLAIR DRIVE
EL MONTE, CA 91731

THIS SUBORDINATION AGREEMENT dated August 14, 2017, is made and executed among PALISADES CHARTER HIGH SCHOOL, 15777 BOWDOIN ST, PACIFIC PALISADES, CA 90272 ("Creditor"); PALISADES CHARTER HIGH SCHOOL, 15777 BOWDOIN STREET, PACIFIC PALISADES, CA 90272 ("Creditor"); and CATHAY BANK, a California Banking Corporation; BUSINESS DEVELOPMENT DEPARTMENT; 9650 FLAIR DRIVE; EL MONTE, CA 91731 ("Lender").

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Creditor is indebted to Creditor in the aggregate amount of **\$643,487.92**. This amount is the total indebtedness of every kind from Creditor to Creditor.

REQUESTED FINANCIAL ACCOMMODATIONS. Creditor wants Lender to provide financial accommodations to Creditor in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Creditor's present indebtedness to Lender, or (C) other benefits to Creditor. Creditor represents and acknowledges to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Creditor, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. **Based on the representations and acknowledgments contained in this Agreement, Creditor agrees with Lender as follows:**

SUBORDINATED INDEBTEDNESS. The words "Subordinated Indebtedness" as used in this Agreement mean all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Creditor to Creditor**. The term "Subordinated Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Creditor (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

SUPERIOR INDEBTEDNESS. The words "Superior Indebtedness" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Creditor to Lender**. The term "Superior Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Creditor (such as a guaranty), all obligations arising by reason of Creditor's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Creditor to Lender, secured or unsecured, of any nature whatsoever.

SUBORDINATION. All Subordinated Indebtedness of Creditor to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Creditor to Lender. If Creditor holds one or more Security Interests, whether now existing or hereafter acquired, in any of Creditor's real property or personal property, Creditor also subordinates all Creditor's Security Interests to all Security Interests held by Lender, whether now existing or hereafter acquired.

PAYMENTS TO CREDITOR. Except as provided below, Creditor will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness. Notwithstanding the foregoing, Creditor may make regularly scheduled payments of **\$15,566.92 each Month** to Creditor in accordance with the terms of the Subordinated Indebtedness so long as Creditor is not in default under any agreement between Lender and Creditor. Creditor may not accelerate any amounts owed to Creditor without Lender's prior written consent.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Creditor's assets, or the proceeds of Creditor's assets, in whatever form, to creditors of Creditor or upon any indebtedness of Creditor, whether by reason of the liquidation, dissolution or other winding-up of Creditor, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Creditor or Creditor's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made upon the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full.

In order that Lender may establish its right to prove claims and recover for its own account dividends based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all dividends, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

CREDITOR'S NOTES. Creditor agrees to deliver to Lender, at Lender's request, all notes of Creditor to Creditor, or other evidence of the Subordinated Indebtedness, now held or hereafter acquired by Creditor, while this Agreement remains in effect. At Lender's request, Creditor also will execute and deliver to Creditor a promissory note evidencing any book account or claim now or hereafter owed by Creditor to Creditor, which note also shall be delivered by Creditor to Lender. Creditor agrees not to sell, assign, pledge or otherwise transfer any of such notes except subject to all the terms and conditions of this Agreement.

CREDITOR'S REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at

SUBORDINATION AGREEMENT (Continued)

Creditor's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Creditor; and (D) Creditor has established adequate means of obtaining from Creditor on a continuing basis information regarding Creditor's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Creditor.

CREDITOR'S WAIVERS. Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Creditor or to grant any other financial accommodations to Creditor whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Creditor, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Creditor; (D) to proceed directly against or exhaust any Security Interests held by Lender from Creditor, any other guarantor, or any other person; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Creditor; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Creditor's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

DEFAULT BY CREDITOR. If Creditor becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Creditor under the provisions of the Bankruptcy Code, as amended, this Agreement shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Agreement in approving any such plan of reorganization or arrangement.

DURATION AND TERMINATION. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Creditor at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Creditor prior to receipt of such notice, nor shall such notice affect any renewals of or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Creditor to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Creditor in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Creditor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Creditor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Creditor's property, if any.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State

**SUBORDINATION AGREEMENT
(Continued)**

of California.

Choice of Venue. If there is a lawsuit, Creditor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the words "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Creditor, shall constitute a waiver of any of Lender's rights or of any of Creditor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Subordination Agreement from time to time.

Borrower. The word "Borrower" means PALISADES CHARTER HIGH SCHOOL and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Creditor. The word "Creditor" means PALISADES CHARTER HIGH SCHOOL.

Lender. The word "Lender" means CATHAY BANK, a California Banking Corporation, its successors and assigns.

Note. The word "Note" means the notes or credit agreements evidencing any and all loans and financial accommodations whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described in any exhibit or schedule attached to this Agreement, Guaranty or any Related Documents from time to time.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Superior Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness".

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness".

CREDITOR EACH ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND CREDITOR EACH AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 14, 2017.

BORROWER:

PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

CREDITOR:

PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

**SUBORDINATION AGREEMENT
(Continued)**

LENDER:

CATHAY BANK, A CALIFORNIA BANKING CORPORATION

X _____
Authorized Signer

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ONE AND THE SAME ACKNOWLEDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: PALISADES CHARTER HIGH SCHOOL
 15777 BOWDOIN ST
 PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
 BUSINESS DEVELOPMENT DEPARTMENT
 9650 FLAIR DRIVE
 EL MONTE, CA 91731

The undersigned states that GREGORY WOOD and GREG WOOD are known as one and the same person.

 GREGORY WOOD

 GREG WOOD

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AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Grantor: PALISADES CHARTER HIGH SCHOOL
 15777 BOWDOIN ST
 PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
 BUSINESS DEVELOPMENT DEPARTMENT
 9650 FLAIR DRIVE
 EL MONTE, CA 91731

INSURANCE REQUIREMENTS. Grantor, PALISADES CHARTER HIGH SCHOOL ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: All Inventory and Equipment.
Type: All risks, including fire, theft and liability.
Amount: Loan Amount.
Basis: Actual cash value.
Endorsements: C&I Business Personal Property showing Cathay Bank, ISOA ATIMA, as Loss Payee; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Cathay Bank
 Loan Servicing Department, RS-15
 9650 Flair Drive
 El Monte, CA 91731

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of August 14, 2017, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 14, 2017.

GRANTOR:

PALISADES CHARTER HIGH SCHOOL

By: _____
 Authorized Signer for PALISADES CHARTER HIGH SCHOOL

AGREEMENT TO PROVIDE INSURANCE (Continued)

FOR LENDER USE ONLY INSURANCE VERIFICATION		PHONE _____
DATE: _____		
AGENT'S NAME: _____		
AGENCY: _____		
ADDRESS: _____		
INSURANCE COMPANY: _____		
POLICY NUMBER: _____		
EFFECTIVE DATES: _____		
COMMENTS: _____		

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NOTICE OF INSURANCE REQUIREMENTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	08-14-2017		3000161126-100	49		03510	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Grantor: PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
BUSINESS DEVELOPMENT DEPARTMENT
9650 FLAIR DRIVE
EL MONTE, CA 91731

TO: ATTN: Insurance Agent

DATE: August 14, 2017

RE: Policy Number(s):
Insurance Companies/Company:

Dear Insurance Agent:

Grantor, PALISADES CHARTER HIGH SCHOOL ("Grantor") is obtaining a loan from CATHAY BANK, a California Banking Corporation. Please send appropriate evidence of insurance to CATHAY BANK, a California Banking Corporation, together with the requested endorsements, on the following property, which Grantor is giving as security for the loan.

Collateral: All Inventory and Equipment.

Type: All risks, including fire, theft and liability.

Amount: Loan Amount.

Basis: Actual cash value.

Endorsements: C&I Business Personal Property showing Cathay Bank, ISOA ATIMA, as Loss Payee; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

Latest Delivery Date: By the loan closing date.

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

GRANTOR:

PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

RETURN TO:

Cathay Bank
Loan Servicing Department, RS-15
9650 Flair Drive
El Monte, CA 91731

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$850,000.00	08-14-2017	02-28-2023	3000161126-100	49		03510	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: PALISADES CHARTER HIGH SCHOOL
15777 BOWDOIN ST
PACIFIC PALISADES, CA 90272

Lender: CATHAY BANK, a California Banking Corporation
BUSINESS DEVELOPMENT DEPARTMENT
9650 FLAIR DRIVE
EL MONTE, CA 91731

LOAN TYPE. This is a Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Corporation for \$850,000.00 due on February 28, 2023.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: To finance progress payments against eligible invoices for the construction/rehabilitation of a new track and field project.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$850,000.00 as follows:

Other Disbursements:	\$850,000.00
\$850,000.00 _____	\$850,000.00
Note Principal:	\$850,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$1,968.17
\$300.00 Documentation Fee (Cathay Bank)	
\$1,668.17 LOAN FEE (Cathay Bank)	
Other Charges Paid in Cash:	\$156.83
\$44.83 UCC SEARCH FEE (CoreLogic)	
\$12.00 Tax Transcripts Fee (Internal Revenue Service)	
\$100.00 UCC Filing Fee (Secretary of State)	
Total Charges Paid in Cash:	\$2,125.00

COUNTERPARTS. This document (i) may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute the same instrument, and (ii) shall be effective when executed by all parties thereto.

METHOD OF PAYMENT OF FEES AND CHARGES. [] By Check [X] By Debit to Checking Account Number 34118446
(Initial Here: _____).

ESTIMATES. Borrower acknowledges and agrees that any Disbursements and Fees and Charges listed above, as applicable, may be estimated to the anticipated closing date and may change at the time of funding. Borrower agrees to pay actual amounts due upon Lender's request to ensure compliance with all terms and provisions of the loan documents.

LIEN RELEASE FEES. In addition to all other charges, Borrower agrees, to the extent not prohibited by law, to pay all governmental fees for release of Lender's security interests in collateral securing this loan. Borrower will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$10.00.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 14, 2017.

BORROWER:

PALISADES CHARTER HIGH SCHOOL

By: _____
Authorized Signer for PALISADES CHARTER HIGH SCHOOL

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: 80%; margin: auto;"> <p>CATHAY BANK, a California Banking Corporation 9650 FLAIR DRIVE EL MONTE, CA 91731</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME PALISADES CHARTER HIGH SCHOOL				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 15777 BOWDOIN ST				
CITY PACIFIC PALISADES		STATE CA	POSTAL CODE 90272	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS				
CITY		STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CATHAY BANK, a California Banking Corporation				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 9650 FLAIR DRIVE				
CITY EL MONTE		STATE CA	POSTAL CODE 91731	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of Debtor now owned or hereafter acquired.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Coversheet

Prop 39 Approval of 2016-17 Expenditures

Section: VII. Finance
Item: C. Prop 39 Approval of 2016-17 Expenditures
Purpose: Vote
Submitted by:
Related Material: VII_C and D_Finance_Prop 39 Report Expenditure_08_22_17.pdf

Palisades Charter High School Summary | Prop 39

2016-2017 Expenditure Plan Summary

Multi-Year Bundled

As of 7/18/2017 - To The Board



Total Award Allocations By Year:	Prop. 39 Funding Allocations	Expenditures on Plans approved	Balance Remaining
2013-2014	\$ 122,749	\$ (122,749)	
2014-2015	108,423	\$(108,423)	
2015-2016	99,928	(99,928)	
2016-2017	157,647	(83,234)	74,413
2017-2018	152,681		152,681
Totals	\$ 641,428	\$ (414,334)	\$ 227,094
Total Award + Planning Funds Remaining			\$ 227,094
Less: Option 2 Projects			(184,817)
Net Cash Flow Available - After Option 2			\$ 42,277
Total Award + Planning Funds Remaining			\$ 227,094
Less: Option 3 Projects			(192,609)
Net Cash Flow Available - After Option 3			\$ 34,485
Total Award + Planning Funds Remaining			\$ 227,094
Less: Option 2 Projects			(184,817)
Less: Option 3 Projects			(192,609)
Net Cash Flow Available - After Option 2 and 3			\$ (150,332)

CASH FLOW - PHASE 1 (2016-2017 Remaining)

Prop 39 Funds Available per Greg - 6/22/2017	\$	74,413
Less: Projects		
Lighting (Classrooms)		(50,339)
Expenditure Plan Preparation Cost		(3,000)
Miscellaneous materials for Oscar		(15,131)
Vending Machine Mizers		(2,988)
Pelican Thermostats for Freezers		(3,096)
Total Phase 1		
Balance	\$	<u>(141)</u>

2017-2018 Project Options		Project Cost	Incentives	Net Cost After Incentives
Option 2 - Under Consideration				
1	Lighting (Classrooms - balance)	\$ 11,520	\$ (11,502)	\$ 18
2	Lighting (small and large gym (w/drivers) + J building)	25,539	(3,000)	22,539
Option 2A				
3	AHU Control	\$ 91,037		\$ 91,037
4	Pelican Thermostats (Modulars/Mercer/Gilbert Halls)	46,921	(507)	46,414
5	Occupancy Sensors for Pelican Thermostats	9,800		9,800
Total Phase 2		184,817	(15,009)	169,808
2017-2018 Option 3 Projects Under Consideration				
1	Lighting (Classrooms - balance)	\$ 11,520	\$ (11,502)	\$ 18
2	Lighting (small and large gym (w/drivers) + J building)	25,539	(3,000)	22,539
Option 3A				
6	Football Stadium including installation (32 Fixtures)	\$ 155,550	\$ (4,890)	\$ 150,660
Total Phase 3		\$ 192,609	\$ (19,392)	\$ 173,217

Coversheet

Unaudited Actuals

Section: VII. Finance
Item: E. Unaudited Actuals
Purpose: Vote

Submitted by:

Related Material:

VII_E_Finance_Part 1_UAR - Revenue_Expense 16-17 R1.pdf

VII_E_Finance_Part 2_Unaudited Actuals_UAR Balance Sheet08_22_17.pdf

VII_E_Finance_Part 3_UAR - Budget Detail 16-17.pdf

ENDING NET POSITION CARRY FORWARD TO NEXT FY				9,414,763.55							-	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)												
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION				0000	1100	1400	3010	3310	3500-3699	4035	5310	
				Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition	
FY2017 UNAUDITED ACTUALS				F	F	F	U	U	U	U	F	
Object Codes				As of 6/30/17	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	fund balance not allowed	fund balance not allowed	fund balance not allowed	Allocate Allowable Exp
A. REVENUES (Summary-see details below)												
1)	LCCFF Sources	8010-8099	25,626,698.54	21,235,898.54	-	4,390,800.00	-	-	-	-	-	-
2)	Federal Revenue	8100-8299	1,190,678.70	-	-	-	254,804.00	549,373.28	28,120.00	6,797.00	287,401.43	-
3)	Other State Revenue	8300-8599	3,752,703.24	729,817.00	437,791.74	-	-	-	-	-	24,270.06	-
4)	Other Local Revenue	8600-8799	1,633,606.02	1,374,368.99	-	-	-	-	-	-	93,029.72	-
5)	TOTAL REVENUES		32,203,686.50	23,340,084.53	437,791.74	4,390,800.00	254,804.00	549,373.28	28,120.00	6,797.00	404,701.21	
B. EXPENSES (Summary-see details below)												
1)	Certificated Salaries	1000-1999	14,178,838.78	9,173,117.09	-	3,144,730.47	140,560.29	321,063.46	2,160.00	-	-	-
2)	Classified Salaries	2000-2999	4,138,470.92	3,193,365.93	-	-	32,765.71	118,326.91	-	-	44,665.86	-
3)	Employee Benefits	3000-3999	6,746,792.10	4,816,645.47	-	989,772.62	26,777.42	70,151.89	302.94	-	9,799.60	-
4)	Books & Supplies	4000-4999	1,259,159.64	629,059.75	100,000.00	-	5,910.38	-	14,641.78	-	193,577.18	-
5)	Services and Other Operating Expenses	5000-5999	4,967,354.48	3,212,756.36	337,791.74	-	48,790.20	39,831.02	10,072.28	6,797.00	185,060.92	-
6)	Depreciation	6000-6999	594,295.27	540,463.56	-	-	-	-	-	-	-	-
		7100-7299										
7)	Other Outgo (excluding Transfers of indirect Costs)	7400-7499	33,313.64	33,313.64	-	-	-	-	-	-	-	-
8)	Other Outgo - Transfers of Indirect Costs	7300-7399	256,296.91	(71,231.82)	-	256,296.91	-	-	943.00	-	-	-
9)	TOTAL EXPENSES		32,174,521.74	21,527,489.98	437,791.74	4,390,800.00	254,804.00	549,373.28	28,120.00	6,797.00	433,103.56	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES & USES				29,164.76	1,812,594.55	-	-	-	(0.00)	-	-	(28,402.35)
D. OTHER FINANCING SOURCES/USES												
1)	Interfund Transfers											
	a) Transfers In	8900-8929										
	b) Transfers Out	7600-7629										
2)	Other Sources/Uses											
	a) Sources	8930-8979	-	-	-	-	-	-	-	-	-	-
	b) Uses	7630-7699	-	-	-	-	-	-	-	-	-	-
3)	Contributions	8980-8999	-	(2,009,235.56)	-	-	-	0.00	-	-	28,402.35	-
4)	TOTAL OTHER FINANCING SOURCES/USES		-	(2,009,235.56)	-	-	-	0.00	-	-	28,402.35	
E. NET INCREASE (DECREASE) IN NET POSITION				29,164.76	(196,641.01)	-	-	-	-	-	-	-
F. NET POSITION												
1)	Beginning Net Position											
	a) As of July 1 (based on unaudited actuals from PY)	9791	9,916,528.22	9,611,405.78	-	-	-	-	-	-	-	-
	b) Audit Adjustments	9793	(1.22)	(1.22)	-	-	-	-	-	-	-	-
	c) As of July 1 - Audited		9,916,527.00	9,611,404.56	-	-	-	-	-	-	-	-
	d) Other Restatements	9795	-	-	-	-	-	-	-	-	-	-
	e) Adjusted Beginning Net Position (per audited FS)		9,916,527.00	9,611,404.56	-	-	-	-	-	-	-	-
2)	Ending Net Position, June 30		9,945,691.76	9,414,763.55	-	-	-	-	-	-	-	-
	Components of Ending Net Position											
	a) Net Investment in Capital Assets	9796	7,134,639.39	6,770,084.24	-	-	-	-	-	-	-	-
	b) Restricted Net Position	9797	539,616.40	539,616.40	-	-	-	-	-	-	-	-
	c) Unrestricted Net Position	9790	2,271,435.97	2,105,062.91	-	-	-	-	-	-	-	-
FY2017 UNAUDITED ACTUALS				0000	1100	1400	3010	3310	3500-3699	4035	5310	

ENDING NET POSITION CARRY FORWARD TO NEXT FY				9,414,763.55	-	-	-	-	-	-		
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)												
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION					0000	1100	1400	3010	3310	3500-3699	4035	5310
					Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition
FY2017 UNAUDITED ACTUALS				F	F	F	U	U	U	U	U	F
As of 6/30/17				Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	fund balance not allowed	fund balance not allowed	fund balance not allowed	Allocate Allowable Exp	
REVENUES (DETAILS)					Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition
1)	SACS Object	Resource Codes	As of 6/30/17									
LCFF SOURCES												
	Principal Apportionment											
	State Aid - Current Year	8011 0000	15,236,889.00		15,236,889.00							
	State Aid - Prior Years	8019 0000	(216,101.00)		(251,367.00)							
	Education Protection Account State Aid (EPA) - Current Year	8012 1400	4,355,534.00			4,355,534.00						
LCFF Transfers												
	Unrestricted LCFF Transfers - Current Year	8091 0000	-		-							
	All Other LCFF Transfer- Current Year	8091 0000	-		-							
	Transfers to Charter Schools in lieu of Property Taxes In Lieu of PropTax - Prior Year	8096 0000	6,037,266.99		6,037,266.99							
	Property Taxes Transfers	8097 0000	213,109.55		213,109.55							
	LCFF/Revenue Limit Transfers - Prior Years	8099 0000	-		-							
	TOTAL LCFF SOURCES		25,626,698.54		21,235,898.54		4,390,800.00					
2) FEDERAL REVENUE												
	Maintenance and Operations	8110 0000/5810										
	Special Ed: IDEA Basic Local Assistance - Current Year	8181 3310	549,553.54					549,553.54				
	Special Ed: IDEA Basic Local Assistance - Prior Years	8181 3310	(180.26)					(180.26)				
	Special Education Discretionary Grants	8182 various										
	Child Nutrition Programs	8220 5310	287,401.43									287,401.43
	Donated Food Commodities	8221 5310										
	Interagency Contracts Between LEAs	8285 various										
	NCLB: Title I, Part A Basic Grts Low-Inc & Neglected	8290 3010	254,804.00				254,804.00					
	NCLB: Title I, Part A Basic School Support	8290 3020										
	NCLB: Title I, Part D, Local Delinquent Programs	8290 3025										
	Career and Technical Education	8290 3500-3699	28,120.00							28,120.00		
	Other No Child Left Behind	8290 3012,3030,4126,5510										
	Safe and Drug Free Schools	8290 3700-3799										
	NCLB:TII, Part A, Educator Quality	8290 4035	6,797.00								6,797.00	
	NCLB:TII, Part A, Administrator Training	8290 4036										
	NCLB:TII, Part D, Enhancing Education Through Technology, Formula Grants	8290 4045										
	NCLB:TII, Part D, Enhancing Education Through Technology, Competitive Grant	8290 4046										
	NCLB:TIII, Immigrant Education Program	8290 4201										
	NCLB:TIII, English Learner Program	8290 4203										
	NCLB:TitleV, Part B, Public Charter Schools Grant Program (PCSGP)	8290 4610										
	Med-Cal Billing Option (Medical Assistance Program)	8290 5640	37,823.24									
	All Other Federal Revenues:	8290 5810	26,359.75									
	Others (please insert description below)											
	Disability/Rehab		13,173.75									
	AP Fees		13,186.00									
	TOTAL FEDERAL REVENUE		1,190,678.70					254,804.00	549,373.28	28,120.00	6,797.00	287,401.43
3) OTHER STATE REVENUE												
	Other State Apportionments											
	Special Education Master Plan											
	Special Education AB602 - Current Year	8311 6500	1,601,726.69									
	Special Education AB602 - Prior Years	8311 6500	17,808.85									
	All Special Ed Apportionments-Current Year	8311 6500										
	All Other State Apportionments - Prior Years	8319 6500										
	Child Nutrition: School Lunch Programs	8520 5310	24,270.06									24,270.06
	Mandated Costs Reimbursement	8550 0000			729,817.00							
	Lottery: Unrestricted (Non Prop 20)	8560 1100	437,791.74			437,791.74						
	State Lottery- Instructional Materials-Prop 20	8560 6300	145,529.16									
	After School Education and Safety (ASES)	8590 6010										

ENDING NET POSITION CARRY FORWARD TO NEXT FY				9,414,763.55	-	-	-	-	-	-		
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)												
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION					0000	1100	1400	3010	3310	3500-3699	4035	5310
					Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition
				FY2017 UNAUDITED ACTUALS	F	F	F	U	U	U	U	F
		Object Codes		As of 6/30/17	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	fund balance not allowed	fund balance not allowed	fund balance not allowed	Allocate Allowable Exp
		Charter School Facility Grant	8590 6030	-	-	-	-	-	-	-	-	-
		California Clean Energy Jobs Act (prop 39)	8590 6230	108,500.94	-	-	-	-	-	-	-	-
		Educator Effectiveness	8590 6264	199,449.00	-	-	-	-	-	-	-	-
		Career Technical Education Incentive Grant Program (CTEIG)	8590 6387	482,173.71	-	-	-	-	-	-	-	-
		Drug/Alcohol/Tobacco Funds	8590 6690	-	-	-	-	-	-	-	-	-
		School Based Coordination Program	8590 7250	-	-	-	-	-	-	-	-	-
		College Readiness Block Grant	8590 7338	-	-	-	-	-	-	-	-	-
		Specialized Secondary	8590 7370	-	-	-	-	-	-	-	-	-
		Quality Education Investment Act	8590 7400	-	-	-	-	-	-	-	-	-
		Common Core Standards Implementation Funds	8590 7405	-	-	-	-	-	-	-	-	-
		Child Dev CA State Preschool Program	8590 7810	-	-	-	-	-	-	-	-	-
		All Other State Revenue:	8590 7810	5,636.09	-	-	-	-	-	-	-	-
		Others (please insert description below)										
		Student ID/CAHSEE		5,636.09								
		TOTAL OTHER STATE REVENUE		3,752,703.24	729,817.00	437,791.74	-	-	-	-	-	24,270.06
4)		OTHER LOCAL REVENUE										
		Sales										
		Sale of Equipment/Supplies	8631 0000	-	-	-	-	-	-	-	-	-
		Sale of Publications	8632 0000	-	-	-	-	-	-	-	-	-
		Food Service Sales	8634 5310	93,029.72	-	-	-	-	-	-	-	93,029.72
		All Other Sales	8639 0000	-	-	-	-	-	-	-	-	-
		Leases and Rentals	8650 0000	1,069,681.69	1,069,681.69	-	-	-	-	-	-	-
		Interest	8660 0000	111,873.24	111,873.24	-	-	-	-	-	-	-
		Net Increase (Decrease) in the Fair Value of Investments	8662 0000	-	-	-	-	-	-	-	-	-
		Fees and Contracts										
		Child Development Parent Fees	8673 0000	-	-	-	-	-	-	-	-	-
		Transportation Fees from Individuals	8675 0000	-	-	-	-	-	-	-	-	-
		Interagency Services	8677 0000	-	-	-	-	-	-	-	-	-
		All Other Fees & Contracts	8689 0000	1,865.34	1,865.34	-	-	-	-	-	-	-
		All Other Local Revenue:	8689 0000	190,948.72	190,948.72	-	-	-	-	-	-	-
		Grants/Donations										
		Fund Raising/Others		190,948.72								
		Prop 39 rebates		-								
		Prior Year		-								
		Tuition	8710 0000	-	-	-	-	-	-	-	-	-
		All Other Transfers In	8781-8783 0000	-	-	-	-	-	-	-	-	-
		Transfers of Apportionments										
		Special Education SELPA Transfers										
		From Districts or Charter Schools (put your Option 3 \$\$ transfers here)	8791 6500	166,207.31	-	-	-	-	-	-	-	-
		From County Offices	8792 6500	-	-	-	-	-	-	-	-	-
		From JPAs	8793 6500	-	-	-	-	-	-	-	-	-
		Other Transfers of Apportionments										
		From Districts or Charter Schools	8791 0000	-	-	-	-	-	-	-	-	-
		From County Offices	8792 0000	-	-	-	-	-	-	-	-	-
		From JPAs	8793 0000	-	-	-	-	-	-	-	-	-
		All Other Transfers in from All Others	8799 0000	-	-	-	-	-	-	-	-	-
		TOTAL OTHER LOCAL REVENUE		1,633,606.02	1,374,368.99	-	-	-	-	-	-	93,029.72
		TOTAL REVENUES		32,203,686.50	23,340,084.53	437,791.74	4,390,800.00	254,804.00	549,373.28	28,120.00	6,797.00	404,701.21
		Expenses by Sub-object										
				FY2017 UNAUDITED ACTUALS	0000	1100	1400	3010	3310	3500-3699	4035	5310

ENDING NET POSITION CARRY FORWARD TO NEXT FY				9,414,763.55							-		-		-	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)																
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION				0000	1100	1400	3010	3310	3500-3699	4035	5310					
				Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition					
FY2017 UNAUDITED ACTUALS				F	F	F	U	U	U	U	F					
As of 6/30/17				Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	fund balance not allowed	fund balance not allowed	fund balance not allowed	Allocate Allowable Exp					
SACS Object FUNCTION				Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition					
As of 6/30/17				Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition					
1)	CERTIFICATED SALARIES															
	Teachers' Salaries	1100	1000	12,237,584.32		7,231,862.63		3,144,730.47	140,560.29	321,063.46		2,160.00				
	Librarians	1200	2420	126,493.26		126,493.26										
	Guidance, Welfare, & Counseling Services	1200	3110	694,570.00		694,570.00										
	Pupil Support Salaries	1200	3140	-												
	Supervisors' and Administrators' Salaries	1300	2700	865,418.58		865,418.58										
	Other Certificated Salaries	1900	2100	254,772.62		254,772.62										
	TOTAL CERTIFICATED SALARIES			14,178,838.78		9,173,117.09		3,144,730.47	140,560.29	321,063.46		2,160.00				
2)	CLASSIFIED SALARIES															
	Classified Instructional Salaries	2100	1000	1,022,273.20		126,007.82			32,765.71	118,326.91						
	Classified Supervisors' and Administrators' Salaries	2300	2100	372,881.96		372,881.96										
	Clerical, Technical and Office Salaries	2400	2700	1,734,552.97		1,734,552.97										
	Classified Transportation Salaries	2200	3600	-												
	Classified Food Services Salaries	2200	3700	44,665.86											44,665.86	
	Classified Maintenance & Operations Salaires	2200	8100	105,226.87		105,226.87										
	Other Classified Salaries	2900	2100	858,870.06		854,696.31										
	TOTAL CLASSIFIED SALARIES			4,138,470.92		3,193,365.93			32,765.71	118,326.91					44,665.86	
3)	EMPLOYEE BENEFITS															
	EE Ben - STRS - Certificated			1,711,338.92		1,090,697.69		395,039.49	21,442.41	39,392.42		271.73				
	EE Ben - STRS - Certificated - Instruction	3101	1000	1,711,338.92		1,090,697.69		395,039.49	21,442.41	39,392.42		271.73				
	EE Ben - STRS - Certificated - Instructional Library, Media, & Techno	3101	2420	-												
	EE Ben - STRS - Classified			-												
	EE Ben - PERS - Classified			499,537.80		374,659.69			866.55	15,997.56					6,157.90	
	EE Ben - PERS - Classified - Instruction	3202	1000	-												
	EE Ben - PERS - Classified - Instructional Supy and Adm	3202	2100	-												
	EE Ben - PERS - Classified - School Administration	3202	2700	-												
	EE Ben - PERS - Classified - Pupil Transportation	3202	3600	-												
	EE Ben - PERS - Classified - Food Services	3202	3700	6,157.90											6,157.90	
	EE Ben - PERS - Classified - Plant Maintenance & Operation	3202	8100	-												
	EE Ben - PERS - Classified - Other General Administration	3202	7200	493,379.90		374,659.69			866.55	15,997.56						
	EE Ben - OASDI Reg - Certificated			14,410.75		10,353.14										
	EE Ben - OASDI Reg - Certificated - Instruction	3301	1000	14,410.75		10,353.14										
	EE Ben - OASDI Reg - Classified			258,209.22		199,549.63			2,031.46	8,215.45					3,062.63	
	EE Ben - OASDI Reg - Classified - Instruction	3302	1000	-												
	EE Ben - OASDI Reg - Classified - Instructional Supervision and Adm	3302	2100	-												
	EE Ben - OASDI Reg - Classified - School Administration	3302	2700	-												
	EE Ben - OASDI Reg - Classified - Pupil Transportation	3302	3600	-												
	EE Ben - OASDI Reg - Classified - Food Services	3302	3700	3,062.63											3,062.63	
	EE Ben - OASDI Reg - Classified - Plant Maintenance & Operation	3302	8100	-												
	EE Ben - OASDI Reg - Classified - Other General Administration	3302	7200	255,146.59		199,549.63			2,031.46	8,215.45						
	EE Ben - OASDI Medicare - Certificated			201,261.57		129,780.02		45,533.13	1,962.00	3,759.41		31.21				
	EE Ben - OASDI Medicare - Certificated - Instruction	3301	1000	201,261.57		129,780.02		45,533.13	1,962.00	3,759.41		31.21				
	EE Ben - OASDI Medicare - Certificated - Instructional Library, Media, & Techno	3301	2420	-												
	EE Ben - OASDI Medicare - Certificated - School Administration	3301	2700	-												
	EE Ben - OASDI Medicare - Certificated - Guidance & Counseling Services	3301	3110	-												
	EE Ben - OASDI Medicare - Certificated - Health Services	3301	3140	-												
	EE Ben - OASDI Medicare - Certificated - Other General Administration	3301	7200	-												
	EE Ben - OASDI Medicare - Classified			58,601.93		44,071.24			475.00	2,787.05					579.07	
	EE Ben - OASDI Medicare - Classified - Instruction	3302	1000	13,476.62						2,787.05						

ENDING NET POSITION CARRY FORWARD TO NEXT FY				9,414,763.55	-	-	-	-	-	-	-	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)												
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION					0000	1100	1400	3010	3310	3500-3699	4035	5310
					Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition
FY2017 UNAUDITED ACTUALS				F	F	F	U	U	U	U	U	F
As of 6/30/17				Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	fund balance not allowed	fund balance not allowed	fund balance not allowed	Allocate Allowable Exp	
Object Codes												
EE Ben - OASDI Medicare - Classified - Instructional Supervision and Adm	3302	2100	-									
EE Ben - OASDI Medicare - Classified - School Administration	3302	2700	-									
EE Ben - OASDI Medicare - Classified - Pupil Transportation	3302	3600	-									
EE Ben - OASDI Medicare - Classified - Food Services	3302	3700	579.07									579.07
EE Ben - OASDI Medicare - Classified - Plant Maintenance & Operation	3302	8100	-									
EE Ben - OASDI Medicare - Classified - Other General Administration	3302	7200	44,546.24	44,071.24			475.00					
EE Ben - Health & Welfare Benefits - Certificated			2,122,358.94	1,314,460.41	-	549,200.00	-	-	-	-	-	-
EE Ben - Health & Welfare Benefits - Cert - Instruction	3401	1000	2,122,358.94	1,314,460.41		549,200.00						
EE Ben - Health & Welfare Benefits - Classified			983,151.80	755,152.48	-	-	-	-	-	-	-	-
EE Ben - Health & Welfare Benefits - Class - Instruction	3402	1000	227,999.32									
EE Ben - Health & Welfare Benefits - Class - Other General Administration	3402	7200	755,152.48	755,152.48								
EE Ben - Unemployment Insurance - Certificated			12,869.47	12,869.47	-	-	-	-	-	-	-	-
EE Ben - Unemployment Insurance - Cert - Instruction	3501	1000	12,869.47	12,869.47								
EE Ben - Unemployment Insurance - Classified			5,515.48	5,515.48	-	-	-	-	-	-	-	-
EE Ben - Unemployment Insurance - Class - Other General Administration	3502	7200	5,515.48	5,515.48								
EE Ben - Workers' Compensation - Certificated			139,185.58	139,185.58	-	-	-	-	-	-	-	-
EE Ben - Workers' Compensation - Cert - Instruction	3601	1000	139,185.58	139,185.58								
EE Ben - Workers' Compensation - Classified			49,350.64	49,350.64	-	-	-	-	-	-	-	-
EE Ben - Workers' Compensation - Class - Other General Administration	3602	7200	49,350.64	49,350.64								
EE Ben - Other Employment Benefits - Certificated			483,000.00	483,000.00	-	-	-	-	-	-	-	-
EE Ben - Other Emp Benefits - Cert - Instruction	3901	1000	483,000.00	483,000.00								
EE Ben - Other Employment Benefits - Classified			208,000.00	208,000.00	-	-	-	-	-	-	-	-
EE Ben - Other Emp Benefits - Class - Instruction	3902	1000	208,000.00	208,000.00								
TOTAL EMPLOYEE BENEFITS			6,746,792.10	4,816,645.47	-	989,772.62	26,777.42	70,151.89	302.94	-	-	9,799.60
4) BOOKS AND SUPPLIES												
Approved Textbooks and Core Curricula Materials	4100	1000	231,344.66	82,214.99			2,791.94					
Books and Other Reference Materials	4200	1000	-	-			-					
Materials and Supplies	4300	1000	231,873.36	89,110.00	100,000.00		3,118.44					
Noncapitalized Equipment	4400	1000	431,037.63	293,563.45	-		-			14,641.78		260.32
Other Supplies	4300	2700	171,716.14	164,171.31	-		-					129.01
Pupil Transportation Supplies	4300	3600	-	-	-		-					
Food Service Supplies	4700	3700	193,187.85	-	-		-					193,187.85
TOTAL BOOKS AND SUPPLIES			1,259,159.64	629,059.75	100,000.00	-	5,910.38	-	14,641.78	-	-	193,577.18
5) SERVICES AND OTHER OPERATING EXPENSES												
Personal Services - School Administration	5800	2700	-	-	-							
Personal Services - Other General Administration	5800	7200	6,750.64	3,178.30								
Travel and Conferences - Instruction	5200	1000	80,917.78	9,173.95			2,170.20			4,072.28	6,797.00	
Travel and Conferences - Other General Administration	5200	7200	-	-								
Travel and Conference - School Administration	5200	2700	-	-								
Due and Memberships - Instruction	5300	1000	5,919.36	-								
Due and Memberships - School Administration	5300	2700	207,552.54	207,552.54								
Due and Memberships - Food Service	5300	3700	3,408.50	-								3,408.50
Due and Memberships - Other General Administration	5300	7200	-	-								
Due and Memberships - Data Processing	5300	7700	-	-								
Insurance - School Administration	5400	2700	-	-								
Insurance - Other General Administration	5400	7200	166,675.34	166,675.34								

ENDING NET POSITION CARRY FORWARD TO NEXT FY				9,414,763.55	-	-	-	-	-	-	-	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)												
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION					0000	1100	1400	3010	3310	3500-3699	4035	5310
					Unrestricted Resources	Lottery Unrestricted	Education Protection Acct (EPA)	NCLB T1 PA Low Inc & Neglected	SPED Federal (Please refer to your MOU about unspent funds)	Vocational and Applied Technology Education	NCLB TII PA Tchr Quality	Child Nutrition
				FY2017 UNAUDITED ACTUALS	F	F	F	U	U	U	U	F
		Object Codes		As of 6/30/17	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	fund balance not allowed	fund balance not allowed	fund balance not allowed	Allocate Allowable Exp
		Operations and Housekeeping Services	5500 8100	663,083.41	663,083.41	-	-	-	-	-	-	-
		Rentals/Leases/Repairs&Noncapitalized Improvements - Food Services	5600 3700	1,959.38	-	-	-	-	-	-	-	1,959.38
		Rentals/Leases/Repairs&Noncapitalized Improvements - Other Gen Admin	5600 7200	398,284.74	198,676.21	208,750.74	-	-	-	-	-	-
		Rentals/Leases/Repairs&Noncapitalized Improvements - Plant M&O	5600 8100	-	-	-	-	-	-	-	-	-
		Rentals/Leases/Repairs&Noncapitalized Improvements - Facilities Rents & Leas	5600 8700	-	-	-	-	-	-	-	-	-
		Pupil Transportation Contracts	5800 3600	643,324.07	457,054.97	-	-	45,120.00	-	-	-	-
		Transfers of Direct Cost - School Administration	5800 2700	-	-	-	-	-	-	-	-	-
		Transfers of Direct Cost - Other General Administration	5800 7200	-	-	-	-	-	-	-	-	-
		Professional Consulting Services& Operating Exp - Instruction	5800 1000	2,381,289.87	1,284,270.99	129,041.00	-	1,500.00	39,831.02	6,000.00	-	-
		Professional Consulting Services& Operating Exp - Instructional Superv & Admin	5800 2100	-	-	-	-	-	-	-	-	-
		Professional Consulting Services& Operating Exp - Food Services	5800 3700	179,657.67	-	-	-	-	-	-	-	179,657.67
		Professional Consulting Services& Operating Exp - School-Sponsored Athletics	5800 4200	-	-	-	-	-	-	-	-	-
		Professional Consulting Services& Operating Exp - Other Gen Administration	5800 7200	161,456.06	156,050.90	-	-	-	-	-	-	-
		Professional Consulting Services& Operating Exp - Plant M&O	5800 8100	-	-	-	-	-	-	-	-	-
		Communications - School Administration	5900 2700	-	-	-	-	-	-	-	-	-
		Communications - Other General Administration	5900 7200	67,075.12	67,039.75	-	-	-	-	-	-	35.37
		TOTAL SERVICES AND OTHER OPERATING EXPENSES		4,967,354.48	3,212,756.36	337,791.74	-	48,790.20	39,831.02	10,072.28	6,797.00	185,060.92
6)		DEPRECIATION										
		Depreciation Expense - Instruction	6900 1000	549,706.29	540,463.56	-	-	-	-	-	-	-
		Depreciation Expense - Instructional Superv & Admin	6900 2100	44,588.98	-	-	-	-	-	-	-	-
		TOTAL DEPRECIATION		594,295.27	540,463.56	-	-	-	-	-	-	-
7)		OTHER OUTGO (excluding Transfers of Indirect Costs)										
		Debt Service										
		Debt Service-Interest	7438 9100	33,313.64	33,313.64	-	-	-	-	-	-	-
		TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)		33,313.64	33,313.64	-	-	-	-	-	-	-
		OTHER OUTGO-TRANSFERS OF INDIRECT COSTS										
		Transfers of Indirect Cost	7310 7210	-	(71,231.82)	-	-	-	-	943.00	-	-
		Transfers of Indirect Cost-Interfund	7350 7210	-	-	-	-	-	-	-	-	-
		TOTAL, OTHER OUTGO-TRANSFERS OF INDIRECT COSTS		-	(71,231.82)	-	-	-	-	943.00	-	-
8)		Direct Support/Indirect Costs/All Other Financing Uses										
		Indirect Cost (total charter school supervisorial oversight fees only)	5800 2700	-	-	-	-	-	-	-	-	-
		Indirect Cost (total charter school supervisorial oversight fees only)	5800 7200	256,296.91	-	256,296.91	-	-	-	-	-	-
		TOTAL INDIRECT COST (OVERSIGHT FEES)		256,296.91	-	256,296.91	-	-	-	-	-	-
		All Other Financing Uses	7699 9100	-	-	-	-	-	-	-	-	-
		TOTAL EXPENSES		32,174,521.74	21,527,489.98	437,791.74	4,390,800.00	254,804.00	549,373.28	28,120.00	6,797.00	433,103.56
		CHECK: Details of Total Revenues - Summary = Should be ZERO		-	-	-	-	-	-	-	-	-
		CHECK: Details of Total Expenses - Summary = Should be ZERO; or \$ in Other Financing uses		-	-	-	-	-	-	-	-	-

ENDING NET POSITION CARRY FORWARD TO NEXT FY		-	382,969.19	86,818.72	-	55,504.21	-	5,636.09	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)		-	-	-	-	-	-	-	
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION		5640	5810	6230	6264	6300	6387	6500	7810
		Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev
		F	U	F	F	F	U	F	F/U
		Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp
		Object Codes							
A. REVENUES (Summary-see details below)									
1)	LCFF Sources	8010-8099	-	-	-	-	-	-	-
2)	Federal Revenue	8100-8299	37,823.24	26,359.75	-	-	-	-	-
3)	Other State Revenue	8300-8599	-	-	108,500.94	199,449.00	145,529.16	482,173.71	1,619,535.54
4)	Other Local Revenue	8600-8799	-	-	-	-	-	-	166,207.31
5)	TOTAL REVENUES		37,823.24	26,359.75	108,500.94	199,449.00	145,529.16	482,173.71	1,785,742.85
B. EXPENSES (Summary-see details below)									
1)	Certificated Salaries	1000-1999	-	-	-	44,624.50	-	179,297.58	1,173,285.39
2)	Classified Salaries	2000-2999	-	4,173.75	-	-	-	-	745,172.76
3)	Employee Benefits	3000-3999	-	-	-	6,232.25	-	59,006.06	768,103.85
4)	Books & Supplies	4000-4999	-	-	-	2,540.05	145,529.16	145,000.45	22,900.89
5)	Services and Other Operating Expenses	5000-5999	37,823.24	22,186.00	(13,934.79)	59,233.48	-	23,720.86	997,226.17
6)	Depreciation	6000-6999	-	-	44,588.98	-	-	9,242.73	-
		7100-7299,							
		7400-7499							
7)	Other Outgo (excluding Transfers of indirect Costs)		-	-	-	-	-	-	-
8)	Other Outgo - Transfers of Indirect Costs	7300-7399	-	-	-	-	-	10,401.82	59,887.00
9)	TOTAL EXPENSES		37,823.24	26,359.75	30,654.19	112,630.28	145,529.16	426,669.50	3,766,576.06
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCE			-	-	77,846.75	86,818.72	-	55,504.21	(1,980,833.21)
D. OTHER FINANCING SOURCES/USES									
1)	Interfund Transfers								
	a) Transfers In	8900-8929							
	b) Transfers Out	7600-7629							
2)	Other Sources/Uses								
	a) Sources	8930-8979							
	b) Uses	7630-7699	-	-	-	-	-	-	-
3)	Contributions	8980-8999	-	-	-	-	-	-	1,980,833.21
4)	TOTAL OTHER FINANCING SOURCES/USES		-	-	-	-	-	-	1,980,833.21
E. NET INCREASE (DECREASE) IN NET POSITION			-	-	77,846.75	86,818.72	-	55,504.21	-
F. NET POSITION									
1)	Beginning Net Position								
	a) As of July 1 (based on unaudited actuals from PY)	9791	-	-	305,122.44	-	-	-	-
	b) Audit Adjustments	9793	-	-	-	-	-	-	-
	c) As of July 1 - Audited		-	-	305,122.44	-	-	-	-
	d) Other Restatements	9795	-	-	-	-	-	-	-
	e) Adjusted Beginning Net Position (per audited FS)		-	-	305,122.44	-	-	-	-
2)	Ending Net Position, June 30		-	-	382,969.19	86,818.72	-	55,504.21	-
	Components of Ending Net Position								
	a) Net Investment in Capital Assets	9796	-	-	309,050.94	-	-	55,504.21	-
	b) Restricted Net Position	9797	-	-	-	-	-	-	-
	c) Unrestricted Net Position	9790	-	-	73,918.25	86,818.72	-	0.00	5,636.09
			5640	5810	6230	6264	6300	6387	6500
									7810

ENDING NET POSITION CARRY FORWARD TO NEXT FY		-	382,969.19	86,818.72	-	-	55,504.21	-	5,636.09	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)										
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION			5640	5810	6230	6264	6300	6387	6500	7810
			Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev
			F	U	F	F	F	U	F	F/U
		Object Codes	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp
		SACS Object	Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev
REVENUES (DETAILS)										
1)	LCFF SOURCES									
	Principal Apportionment									
	State Aid - Current Year	8011	-	-	-	-	-	-	-	-
	State Aid - Prior Years	8019	-	-	-	-	-	-	-	-
	Education Protection Account State Aid (EPA) - Current Year	8012	-	-	-	-	-	-	-	-
	LCFF Transfers									
	Unrestricted LCFF Transfers - Current Year	8091	-	-	-	-	-	-	-	-
	All Other LCFF Transfer- Current Year	8091	-	-	-	-	-	-	-	-
	Transfers to Charter Schools in lieu of Property Taxes In Lieu of PropTax - Prior Year	8096	-	-	-	-	-	-	-	-
	Property Taxes Transfers	8097	-	-	-	-	-	-	-	-
	LCFF/Revenue Limit Transfers - Prior Years	8099	-	-	-	-	-	-	-	-
	TOTAL LCFF SOURCES		-	-	-	-	-	-	-	-
2)	FEDERAL REVENUE									
	Maintenance and Operations	8110								
	Special Ed: IDEA Basic Local Assistance - Current Year	8181	-	-	-	-	-	-	-	-
	Special Ed: IDEA Basic Local Assistance - Prior Years	8181	-	-	-	-	-	-	-	-
	Special Education Discretionary Grants	8182	-	-	-	-	-	-	-	-
	Child Nutrition Programs	8220	-	-	-	-	-	-	-	-
	Donated Food Commodities	8221	-	-	-	-	-	-	-	-
	Interagency Contracts Between LEAs	8285								
	NCLB: Title I, Part A Basic Grts Low-Inc & Neglected	8290	-	-	-	-	-	-	-	-
	NCLB: Title I, Part A Basic School Support	8290	-	-	-	-	-	-	-	-
	NCLB: Title I, Part D, Local Delinquent Programs	8290	-	-	-	-	-	-	-	-
	Career and Technical Education	8290	-	-	-	-	-	-	-	-
	Other No Child Left Behind	8290	-	-	-	-	-	-	-	-
	Safe and Drug Free Schools	8290	-	-	-	-	-	-	-	-
	NCLB:TII, Part A, Educator Quality	8290	-	-	-	-	-	-	-	-
	NCLB:TII, Part A, Administrator Training	8290	-	-	-	-	-	-	-	-
	NCLB:TII, Part D, Enhancing Education Through Technology, Formula Grants	8290								
	NCLB:TII, Part D, Enhancing Education Through Technology, Competitive Grant	8290								
	NCLB:TIII, Immigrant Education Program	8290	-	-	-	-	-	-	-	-
	NCLB:TIII, English Learner Program	8290	-	-	-	-	-	-	-	-
	NCLB:TitleV, Part B, Public Charter Schools Grant Program (PCSGP)	8290	-	-	-	-	-	-	-	-
	Med-Cal Billing Option (Medical Assistance Program)	8290	37,823.24	-	-	-	-	-	-	-
	All Other Federal Revenues:	8290		26,359.75						
	Others (please insert description below)									
	Disability/Rehab									
	AP Fees									
	TOTAL FEDERAL REVENUE		37,823.24	26,359.75	-	-	-	-	-	-
3)	OTHER STATE REVENUE									
	Other State Apportionments									
	Special Education Master Plan									
	Special Education AB602 - Current Year	8311	-	-	-	-	-	-	1,601,726.69	-
	Special Education AB602 - Prior Years	8311	-	-	-	-	-	-	17,808.85	-
	All Special Ed Apportionments-Current Year	8311	-	-	-	-	-	-	-	-
	All Other State Apportionments - Prior Years	8319	-	-	-	-	-	-	-	-
	Child Nutrition: School Lunch Programs	8520	-	-	-	-	-	-	-	-
	Mandated Costs Reimbursement	8550	-	-	-	-	-	-	-	-
	Lottery: Unrestricted (Non Prop 20)	8560	-	-	-	-	-	-	-	-
	State Lottery- Instructional Materials-Prop 20	8560	-	-	-	-	145,529.16	-	-	-
	After School Education and Safety (ASES)	8590	-	-	-	-	-	-	-	-

ENDING NET POSITION CARRY FORWARD TO NEXT FY		-	382,969.19	86,818.72	-	-	55,504.21	-	5,636.09
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)		-	-	-	-	-	-	-	-
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION		5640	5810	6230	6264	6300	6387	6500	7810
		Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev
	Object Codes	F Allocate Allowable Exp	U fund balance not allowed	F Allocate Allowable Exp	F Allocate Allowable Exp	F Allocate Allowable Exp	U fund balance not allowed	F Allocate Allowable Exp	F/U Allocate Allowable Exp
	Charter School Facility Grant	8590	-	-	-	-	-	-	-
	California Clean Energy Jobs Act (prop 39)	8590	-	108,500.94	-	-	-	-	-
	Educator Effectiveness	8590	-	-	199,449.00	-	-	-	-
	Career Technical Education Incentive Grant Program (CTEIG)	8590	-	-	-	-	482,173.71	-	-
	Drug/Alcohol/Tobacco Funds	8590	-	-	-	-	-	-	-
	School Based Coordination Program	8590	-	-	-	-	-	-	-
	College Readiness Block Grant	8590	-	-	-	-	-	-	-
	Specialized Secondary	8590	-	-	-	-	-	-	-
	Quality Education Investment Act	8590	-	-	-	-	-	-	-
	Common Core Standards Implementation Funds	8590	-	-	-	-	-	-	-
	Child Dev CA State Preschool Program	8590	-	-	-	-	-	-	-
	All Other State Revenue:	8590	-	-	-	-	-	-	5,636.09
	Others (please insert description below)								
	Student ID/CAHSEE								
	TOTAL OTHER STATE REVENUE		-	108,500.94	199,449.00	145,529.16	482,173.71	1,619,535.54	5,636.09
4)	OTHER LOCAL REVENUE								
	Sales								
	Sale of Equipment/Supplies	8631	-	-	-	-	-	-	-
	Sale of Publications	8632	-	-	-	-	-	-	-
	Food Service Sales	8634	-	-	-	-	-	-	-
	All Other Sales	8639	-	-	-	-	-	-	-
	Leases and Rentals	8650	-	-	-	-	-	-	-
	Interest	8660	-	-	-	-	-	-	-
	Net Increase (Decrease) in the Fair Value of Investments	8662	-	-	-	-	-	-	-
	Fees and Contracts								
	Child Development Parent Fees	8673	-	-	-	-	-	-	-
	Transportation Fees from Individuals	8675	-	-	-	-	-	-	-
	Interagency Services	8677	-	-	-	-	-	-	-
	All Other Fees & Contracts	8689	-	-	-	-	-	-	-
	All Other Local Revenue:	8689	-	-	-	-	-	-	-
	Grants/Donations								
	Fund Raising/Others								
	Prop 39 rebates								
	Prior Year								
	Tuition	8710	-	-	-	-	-	-	-
	All Other Transfers In	8781-8783	-	-	-	-	-	-	-
	Transfers of Apportionments								
	Special Education SELPA Transfers								
	From Districts or Charter Schools (put your Option 3 \$\$ transfers here)	8791	-	-	-	-	-	166,207.31	-
	From County Offices	8792	-	-	-	-	-	-	-
	From JPAs	8793	-	-	-	-	-	-	-
	Other Transfers of Apportionments								
	From Districts or Charter Schools	8791	-	-	-	-	-	-	-
	From County Offices	8792	-	-	-	-	-	-	-
	From JPAs	8793	-	-	-	-	-	-	-
	All Other Transfers in from All Others	8799	-	-	-	-	-	-	-
	TOTAL OTHER LOCAL REVENUE							166,207.31	
	TOTAL REVENUES		37,823.24	26,359.75	108,500.94	199,449.00	145,529.16	482,173.71	1,785,742.85
	Expenses by Sub-object		5640	5810	6230	6264	6300	6387	6500
									7810

ENDING NET POSITION CARRY FORWARD TO NEXT FY		-	382,969.19	86,818.72	-	55,504.21	-	5,636.09	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)		-	-	-	-	-	-	-	
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION		5640	5810	6230	6264	6300	6387	6500	7810
		Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev
		F	U	F	F	F	U	F	F/U
	Object Codes	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp
	SACS Object	Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive	SPED State (please refer to your MOU about unspent	Other Restricted State Rev
1)	CERTIFICATED SALARIES								
	Teachers' Salaries	1100			44,624.50		179,297.58	1,173,285.39	
	Librarians	1200							
	Guidance, Welfare, & Counseling Services	1200							
	Pupil Support Salaries	1200							
	Supervisors' and Administrators' Salaries	1300							
	Other Certificated Salaries	1900							
	TOTAL CERTIFICATED SALARIES	-	-	-	44,624.50	-	179,297.58	1,173,285.39	-
2)	CLASSIFIED SALARIES								
	Classified Instructional Salaries	2100						745,172.76	
	Classified Supervisors' and Administrators' Salaries	2300							
	Clerical, Technical and Office Salaries	2400							
	Classified Transportation Salaries	2200							
	Classified Food Services Salaries	2200							
	Classified Maintenance & Operations Salaries	2200							
	Other Classified Salaries	2900	4,173.75						
	TOTAL CLASSIFIED SALARIES	-	4,173.75	-	-	-	-	745,172.76	-
3)	EMPLOYEE BENEFITS								
	EE Ben - STRS - Certificated		-	-	5,590.38	-	22,555.64	136,349.16	-
	EE Ben - STRS - Certificated - Instruction	3101			5,590.38		22,555.64	136,349.16	
	EE Ben - STRS - Certificated - Instructional Library, Media, & Techno	3101							
	EE Ben - STRS - Classified		-	-	-	-	-	-	-
	EE Ben - PERS - Classified		-	-	-	-	-	101,856.10	-
	EE Ben - PERS - Classified - Instruction	3202							
	EE Ben - PERS - Classified - Instructional Supv and Adm	3202							
	EE Ben - PERS - Classified - School Administration	3202							
	EE Ben - PERS - Classified - Pupil Transportation	3202							
	EE Ben - PERS - Classified - Food Services	3202							
	EE Ben - PERS - Classified - Plant Maintenance & Operation	3202						101,856.10	
	EE Ben - PERS - Classified - Other General Administration	3202							
	EE Ben - OASDI Reg - Certificated		-	-	-	-	-	4,057.61	-
	EE Ben - OASDI Reg - Certificated - Instruction	3301						4,057.61	
	EE Ben - OASDI Reg - Classified		-	-	-	-	-	45,350.05	-
	EE Ben - OASDI Reg - Classified - Instruction	3302							
	EE Ben - OASDI Reg - Classified - Instructional Supervision and Adm	3302							
	EE Ben - OASDI Reg - Classified - School Administration	3302							
	EE Ben - OASDI Reg - Classified - Pupil Transportation	3302							
	EE Ben - OASDI Reg - Classified - Food Services	3302							
	EE Ben - OASDI Reg - Classified - Plant Maintenance & Operation	3302							
	EE Ben - OASDI Reg - Classified - Other General Administration	3302						45,350.05	
	EE Ben - OASDI Medicare - Certificated		-	-	641.87	-	2,599.81	16,954.12	-
	EE Ben - OASDI Medicare - Certificated - Instruction	3301			641.87		2,599.81	16,954.12	
	EE Ben - OASDI Medicare - Certificated - Instructional Library, Media, & Techno	3301							
	EE Ben - OASDI Medicare - Certificated - School Administration	3301							
	EE Ben - OASDI Medicare - Certificated - Guidance & Counseling Services	3301							
	EE Ben - OASDI Medicare - Certificated - Health Services	3301							
	EE Ben - OASDI Medicare - Certificated - Other General Administration	3301							
	EE Ben - OASDI Medicare - Classified		-	-	-	-	-	10,689.57	-
	EE Ben - OASDI Medicare - Classified - Instruction	3302						10,689.57	

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THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)									
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION		5640	5810	6230	6264	6300	6387	6500	7810
		Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev
		F	U	F	F	F	U	F	F/U
	Object Codes	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp
	EE Ben - OASDI Medicare - Classified - Instructional Supervision and Adm	3302							
	EE Ben - OASDI Medicare - Classified - School Administration	3302							
	EE Ben - OASDI Medicare - Classified - Pupil Transportation	3302							
	EE Ben - OASDI Medicare - Classified - Food Services	3302							
	EE Ben - OASDI Medicare - Classified - Plant Maintenance & Operation	3302							
	EE Ben - OASDI Medicare - Classified - Other General Administration	3302							
	EE Ben - Health & Welfare Benefits - Certificated		-	-	-	-	33,850.61	224,847.92	-
	EE Ben - Health & Welfare Benefits - Cert - Instruction	3401					33,850.61	224,847.92	
	EE Ben - Health & Welfare Benefits - Classified		-	-	-	-	-	227,999.32	-
	EE Ben - Health & Welfare Benefits - Class - Instruction	3402						227,999.32	
	EE Ben - Health & Welfare Benefits - Class - Other General Administration	3402							
	EE Ben - Unemployment Insurance - Certificated		-	-	-	-	-	-	-
	EE Ben - Unemployment Insurance - Cert - Instruction	3501							
	EE Ben - Unemployment Insurance - Classified		-	-	-	-	-	-	-
	EE Ben - Unemployment Insurance - Class - Other General Administration	3502							
	EE Ben - Workers' Compensation - Certificated		-	-	-	-	-	-	-
	EE Ben - Workers' Compensation - Cert - Instruction	3601							
	EE Ben - Workers' Compensation - Classified		-	-	-	-	-	-	-
	EE Ben - Workers' Compensation - Class - Other General Administration	3602							
	EE Ben - Other Employment Benefits - Certificated		-	-	-	-	-	-	-
	EE Ben - Other Emp Benefits - Cert - Instruction	3901							
	EE Ben - Other Employment Benefits - Classified		-	-	-	-	-	-	-
	EE Ben - Other Emp Benefits - Class - Instruction	3902							
	TOTAL EMPLOYEE BENEFITS		-	-	-	6,232.25	59,006.06	768,103.85	-
4)	BOOKS AND SUPPLIES								
	Approved Textbooks and Core Curricula Materials	4100				145,529.16		808.57	
	Books and Other Reference Materials	4200							
	Materials and Supplies	4300					31,173.49	8,471.43	
	Noncapitalized Equipment	4400					108,951.19	13,620.89	
	Other Supplies	4300			2,540.05		4,875.77		
	Pupil Transportation Supplies	4300							
	Food Service Supplies	4700							
	TOTAL BOOKS AND SUPPLIES				2,540.05	145,529.16	145,000.45	22,900.89	
5)	SERVICES AND OTHER OPERATING EXPENSES								
	Personal Services - School Administration	5800							
	Personal Services - Other General Administration	5800			138.24		179.65	3,254.45	
	Travel and Conferences - Instruction	5200			53,779.04		826.50	4,098.81	
	Travel and Conferences - Other General Administration	5200							
	Travel and Conference - School Administration	5200							
	Due and Memberships - Instruction	5300					1,905.86	4,013.50	
	Due and Memberships - School Administration	5300							
	Due and Memberships - Food Service	5300							
	Due and Memberships - Other General Administration	5300							
	Due and Memberships - Data Processing	5300							
	Insurance - School Administration	5400							
	Insurance - Other General Administration	5400							

ENDING NET POSITION CARRY FORWARD TO NEXT FY		-	-	382,969.19	86,818.72	-	-	55,604.21	-	5,636.09	
THIS LINE SHOULD EQUAL TO ZERO (GREEN SHADED COLUMNS)											
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION			5640	5810	6230	6264	6300	6387	6500	7810	
			Medi-Cal Billing Option	Other Restricted Federal Rev	California Clean Energy Jobs Act (Prop 39)	Educator Effectiveness	Lottery: Instructional Materials	Career Technical Education Incentive Grant Program	SPED State (please refer to your MOU about unspent funds)	Other Restricted State Rev	
			F	U	F	F	F	U	F	F/U	
		Object Codes	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp	Allocate Allowable Exp	fund balance not allowed	Allocate Allowable Exp	Allocate Allowable Exp	
		Operations and Housekeeping Services	5500								
		Rentals/Leases/Repairs&Noncapitalized Improvements - Food Services	5600								
		Rentals/Leases/Repairs&Noncapitalized Improvements - Other Gen Admin	5600		(13,934.79)			2,223.12	2,569.46		
		Rentals/Leases/Repairs&Noncapitalized Improvements - Plant M&O	5600								
		Rentals/Leases/Repairs&Noncapitalized Improvements - Facilities Rents & Leas	5600								
		Pupil Transportation Contracts	5800					6,504.85	134,644.25		
		Transfers of Direct Cost - School Administration	5800								
		Transfers of Direct Cost - Other General Administration	5800								
		Professional Consulting Services& Operating Exp - Instruction	5800	37,823.24	22,186.00		5,316.20	12,080.88	843,240.54		
		Professional Consulting Services& Operating Exp - Instructional Superv & Admin	5800								
		Professional Consulting Services& Operating Exp - Food Services	5800								
		Professional Consulting Services& Operating Exp - School-Sponsored Athletics	5800								
		Professional Consulting Services& Operating Exp - Other Gen Administration	5800						5,405.16		
		Professional Consulting Services& Operating Exp - Plant M&O	5800								
		Communications - School Administration	5900								
		Communications - Other General Administration	5900								
		TOTAL SERVICES AND OTHER OPERATING EXPENSES		37,823.24	22,186.00	(13,934.79)	59,233.48	-	23,720.86	997,226.17	-
6)	DEPRECIATION										
		Depreciation Expense - Instruction	6900					9,242.73			
		Depreciation Expense - Instructional Superv & Admin	6900		44,588.98						
		TOTAL DEPRECIATION		-	-	44,588.98	-	9,242.73	-	-	
7)	OTHER OUTGO (excluding Transfers of Indirect Costs)										
		Debt Service									
		Debt Service-Interest	7438								
		TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)		-	-	-	-	-	-	-	
		OTHER OUTGO-TRANSFERS OF INDIRECT COSTS									
		Transfers of Indirect Cost	7310					10,401.82	59,887.00		
		Transfers of Indirect Cost-Interfund	7350								
		TOTAL, OTHER OUTGO-TRANSFERS OF INDIRECT COSTS		-	-	-	-	10,401.82	59,887.00	-	
8)	Direct Support/Indirect Costs/All Other Financing Uses										
		Indirect Cost (total charter school supervisory oversight fees only)	5800								
		Indirect Cost (total charter school supervisory oversight fees only)	5800								
		TOTAL INDIRECT COST (OVERSIGHT FEES)		-	-	-	-	-	-	-	
		All Other Financing Uses	7699								
		TOTAL EXPENSES		37,823.24	26,359.75	30,654.19	112,630.28	145,529.16	426,669.50	3,766,576.06	-
		CHECK: Details of Total Revenues - Summary = Should be ZERO		-	-	-	-	-	-	-	
		CHECK: Details of Total Expenses - Summary = Should be ZERO; or \$ in Other Financing uses		-	-	-	-	-	-	-	

BALANCE SHEET - FULL ACCRUAL				FY2017 UNAUDITED ACTUALS
A) ASSETS			Object Codes	As of June 30, 2017
1) Cash				
a) In County Treasury (don't put your \$ here if they are not in LACOE)			9110	8,758,917.57
1) Fair Value Adjustment to Cash in County Treasury			9111	-
b) In Banks			9120	1,247,247.36
c) In Revolving Fund			9130	-
d) with Fiscal Agent			9135	-
e) collection awaiting deposit			9140	-
2) Investments			9150	-
3) Accounts Receivable			9200	358,318.11
4) Due from Grantor Government			9290	268,104.80
5) Due from Other Funds			9310	-
6) Stores			9320	-
7) Prepaid Expenditures			9330	214,390.08
8) Other Current Assets			9340	-
9) Fixed Assets:				
a) Land			9410	-
b) Land Improvements			9420	-
c) Less - Accumulated Depreciation-Land Improvements			9425	0.00
d) Buildings			9430	10,651,257.25
e) Less - Accumulated Depreciation-Buildings			9435	(5,095,099.42)
f) Equipment			9440	1,977,280.39
g) Less - Accumulated Depreciation-Equipment			9445	(770,510.92)
h) Work in Progress			9450	371,712.09
10) TOTAL ASSETS				17,981,617.31
B. DEFERRED OUTFLOWS OF RESOURCES				
1) Deferred Outflows Of Resources			9490	-
2) TOTAL DEFERRED OUTFLOWS				-
C. LIABILITIES				
1) Accounts Payable			9500	3,068,901.17
2) Due to Grantor Governments			9590	-
3) Due to Other Funds			9610	-
4) Current Loans			9640	-
5) Unearned Revenue			9650	397,402.75
6) Long-Term Liabilities:				
a) Net Pension Liability			9663	-
b) NET OPEB Obligation			9664	4,494,014.67
c) Compensated Absences			9665	75,606.96
d) COPs Payable			9666	-
e) Capital Leases Payable			9667	-
f) Lease Revenue Bonds Payable			9668	-
g) Other General Long-Term Liabilities			9669	-
7) TOTAL LIABILITIES				8,035,925.55
D. DEFERRED INFLOWS OF RESOURCES				
1) Deferred Inflows of Resources			9690	-
2) TOTAL DEFERRED INFLOWS				-
E. NET POSITION, June 30				9,945,691.76
DIFF BET. END NET POSITION & FUND EQTY (this should be zero)				0.00

PALISADES CHARTER HIGH SCHOOL

2016-2017 Unaudited Actuals 2017-2018 Budget Updates as of 8/16/17

	2016-2017 Budget- Approved 06/7/16	Unaudited Actuals 8/16/17	Difference- Unaudited Actuals vs. Budget	2017-2018 Budget - Approved 6/20/17	2017-2018 Budget - Updates as of 8/16/17	Comments
ADA ESTIMATES/ACTUAL FUNDED	2,836		2,844	2,854	2,854	per b/f committee on 6/6/17 - increase ADA by 5 (from 2,849 to 2,854) for Temescal
LCFF FUNDING PER ADA	9,016,95		8,997.97	9,212.27	9,212	
EPA Funding-Prop 30	4,601,744	4,355,534	(246,210)	4,183,522	4,183,522	
LCFF Entitlement - State Aid - Current Year	15,587,654	15,236,889	(350,765)	16,428,863	16,428,863	
LCFF PY Adjustments		(216,101)	(216,101)			
C S Funding In Lieu of PropTax -	5,382,993	6,037,268	654,275	5,677,956	5,677,956	
C S Funding In Lieu of PropTax - PY adjustments	-	213,109	213,109			
LCFF Funding-Total	25,572,391	25,626,699	54,308	26,290,340	26,290,340	
NCLB:T1,Basic School Support	247,363	254,804	7,441	256,834	275,975	Title I per CDE 8-1-17
Special Ed: IDEA Basic Local Assistance Entitlement	552,711	549,373	(3,338)	555,461	555,461	
NCLB:TII, Teacher Quality/ESSA	6,500	6,797	297	6,903	57,922	NEW additional Funding -Title II ESSA Funds per CDE 8-1-17
MAA-Medical Reimbursements	45,000	37,823	(7,177)	37,926	37,926	
Perkins		28,120	28,120	24,736	24,736	
DOR-Rehab		13,174	13,174			
AP Fees		13,186	13,186			
Child Nutrition Program	336,158	287,401	(48,757)	409,325	409,325	
Federal Revenues-Total	1,187,732	1,190,679	2,947	1,291,185	1,361,345	
Prop. 39 energy	102,004	108,501	6,497	110,194	110,194	
State Lottery:Non Prop 20 - Current Year	357,504	428,732	71,228	438,082	416,684	Unrestricted lottery rate @\$146/ADA
State Lottery:Non Prop 20 - PY adjustments		9,060	9,060			
Child Nutrition: School Programs	28,416	24,270	(4,146)	35,662	35,662	
Mandated Costs Reimbursement	119,113	119,113	(0)	119,478	125,690	
Educator Effectiveness Grant (3 year grant)		199,449	199,449	100,000	-	
One Time Discretionary Grant (Common Core Focused)	672,140	610,704	(61,436)	-	419,538	one time block grant - as of 8/1/17 @\$147/ADA
State Lottery:Prop 20 Inst Matls-Current Year	94,962	138,559	43,597	147,807	136,992	Restricted Lottery rate @\$45/ADA (lottery rate decreased from \$48/ADA to \$45/ADA)
State Lottery:Prop 20 Ins Matls-PY adjustments	-	6,970	6,970	-	-	
Special Education- AB602	1,612,274	1,619,536	7,262	1,621,942	1,621,942	
Student ID/CAHSEE	-	5,636	5,636	4,992	4,992	
CTE Grant	239,300	482,174	242,874	368,012	626,713	CTE balance from 16/17 FY -NOTE-Carryover & 17/18 Budget analysis to be provided in 9/17
College Readiness Block Grant		-	-	133,494	133,494	
LAUSD-Sp Ed Grants	110,000	166,207	56,207	130,000	130,000	
Other State Revenues-Total	3,335,714	3,918,911	583,197	3,209,662	3,761,901	
Food Service Sales	170,306	93,030	(77,276)	194,907	194,907	
Leases & Rentals (POOLS/PERMIT/CIVIC CENTER ETC.)	997,841	1,069,682	71,841	1,059,686	1,059,686	
Interest	45,000	111,873	66,873	80,000	80,000	Includes Fund 20.0
Lease Revenue- iPad Rentals	5,000	1,865	(3,135)			
Fundraising	150,000	204,884	54,884	300,000	300,000	
Other Local Revenues-Total	1,368,147	1,481,334	113,187	1,634,593	1,634,593	
Total Revenue	31,463,984	32,217,621	753,638	32,425,780	33,048,179	
Teachers	12,045,976	12,237,584	191,608	13,324,423	13,324,423	Note: Salaries summarized for Budget reporting purposes

PALISADES CHARTER HIGH SCHOOL
2016-2017 Unaudited Actuals 2017-2018 Budget Updates as of 8/16/17

	2016-2017 Budget- Approved 06/7/16	Unaudited Actuals 8/16/17	Difference- Unaudited Actuals vs. Budget	2017-2018 Budget - Approved 6/20/17	2017-2018 Budget - Updates as of 8/16/17	Comments
ADA ESTIMATES/ACTUAL FUNDED	2,836		2,844	2,854	2,854	per b/f committee on 6/6/17 - increase ADA by 5 (from 2,849 to 2,854) for Temescal
LCCF FUNDING PER ADA	9,016.95		8,997.97	9,212.27	9,212	
School Admin	733,531	865,419	131,888	785,000	785,000	
Librarians	104,060	126,493	22,433			
Guidance,Welfare	495,244	694,570	199,326			
Other Support/Impact of / Step and Column	108,945	-	-	107,235	107,235	
New Periods & Teachers (Master Budget- Other - SUBS)	184,154	254,773	70,619	289,427	289,427	committee to look at decreasing auxiliaries (start at 3-5 auxiliaries - non classroom based auxiliaries) (per b/f 6/7/17, reduce aux by \$60K- Done by Admin)/Attrition savings on New Hires (\$34000)
Certificated Salaries	13,671,910	14,178,839	615,874	14,506,085	14,506,085	
Inst'l Aides	868,513	1,022,273	153,760	-		Note: Salaries summarized for Budget reporting purposes
Admin. Sal	344,944	372,882	27,938	369,631	369,631	
Clerical/Office	1,803,424	1,734,553	(68,871)	3,900,370	3,900,370	
Maint./Oper (incl. in Clerical/Office)	66,885	105,227	38,342			
Food Services	46,799	44,666	(2,133)			
Other Classified	850,830	858,870	8,040			
Impact Step and Column	35,000	-	(35,000)	60,171	60,171	Revised Step & column updated for continuing Positions
Proposed New Positions/Hours	(23,000)	-		92,872	92,872	
Classified Salaries	3,993,395	4,138,471	122,076	4,423,044	4,423,044	
Total Salaries	17,665,305	18,317,310	737,950	18,929,129	18,929,129	
STRS - Certificated (ER 14.430%)	1,719,926	1,711,339	(8,587)	2,093,228	2,093,228	
PERS - Classified (ER 15.531%)	449,228	499,538	50,310	556,424	556,424	
OASDI Regular - Certificated	12,500	14,411	1,911	15,000	15,000	
OASDI Regular - Classified	247,590	258,209	10,619	274,229	274,229	
OASDI Medicare - Certificated	191,407	201,262	9,855	210,338	210,338	
OASDI Medicare - Classified	55,908	58,602	2,694	64,134	64,134	
Health & Welfare Benefits - Certificated	2,133,274	2,122,359	(10,915)	2,186,100	2,186,100	
Health & Welfare Benefits - Classified	903,678	983,152	79,473	1,021,221	1,021,221	
Unemployment Insurance - Certificated	7,890	12,869	4,980	7,253	7,253	
Unemployment Insurance - Classified	2,775	5,515	2,741	2,212	2,212	
Workers' Compensation - Certificated	137,950	139,186	1,236	132,394	132,394	
Workers' Compensation - Classified	52,141	49,351	(2,791)	56,740	56,740	
Other Employment Benefits - Certificated (LT Benefits)	483,000	483,000	-	441,000	483,000	Note: Benefit addition made due to assumption of Budget surplus. Adding additional funding would have resulted in deficit for 2016/17
Other Employment Benefits - Classified (LT Benefits)	208,000	208,000	-	190,000	208,000	Retained contribution amounts to previously established levels for 17/18
Employee Benefits	6,605,267	6,746,792	141,525	7,250,273	7,310,273	
Total Salary & Benefits	24,270,571	25,064,102	879,475	26,179,402	26,239,402	
Textbooks	258,088	231,344	(26,743)	186,578	186,578	
Instructional Materials	254,000	231,873	(22,127)	227,611	227,611	
Non-capitalized Equipment	50,000	431,038	381,038	51,555	51,555	16/17 Actuals - expenses that were not capitalized (\$5,000) were reclassified to non-cap equipment from Capital Outlay
Other Supplies	112,500	171,716	59,216	130,694	130,694	
Food Service Supplies	296,273	193,188	(103,085)	256,421	256,421	
Books & Supplies	1,405,637	1,259,159	288,299	852,859	852,859	
Personnel Services-Mileage	5,000	6,751	1,751	6,500	6,500	
Travel/Conference	60,000	80,918	20,918	75,250	75,250	
Due/Memberships	218,066	216,880	(1,186)	205,066	205,066	
Insurance	136,385	166,675	30,290	143,029	143,029	

PALISADES CHARTER HIGH SCHOOL

2016-2017 Unaudited Actuals 2017-2018 Budget Updates as of 8/16/17

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ADA ESTIMATES/ACTUAL FUNDED	2,836		2,844	2,854	2,854	per b/l committee on 6/6/17 - increase ADA by 5 (from 2,849 to 2,854) for Temescal
LCFF FUNDING PER ADA	9,016.95		8,997.97	9,212.27	9,212	
Operation and Housekeeping Services	602,550	663,083	60,533	650,000	650,000	
Rentals/Leases/Repairs&Noncapitalized Improvements	298,334	414,179	115,845	400,000	400,000	
Professional Consulting Services& Operating Exp (5800, 5810, 5821, 5850, 5860)	2,304,690	2,554,092	249,402	2,277,698	2,277,698	Full analysis of Consulting and related expenses underway and will be discussed 9/17
Pupil Transportation	434,777	643,324	208,547	576,570	576,570	potential increase in costs with new transportation vendor- Analysis in process
Communications and Other Expenses	203,883	235,387	31,504	190,756	190,756	
Services, Other Operating Exp	3,828,909	4,981,289	717,604	4,524,869	4,524,869	
Capital Outlay (6100-6500) -Total (Detail Below)	1,506,976	523,685	523,685	983,000	983,000	
Sites & Improvement (6100)	81,000	45,713	(35,287)	105,000	105,000	
Bldgs & Improvement (6200)	294,676	356,028	61,352	247,000	247,000	\$25K funded by CTE
Equipment-Technology (6400)	1,050,250	456,074	(594,176)	550,000	550,000	\$186K funded by CTE
Equipment/Furniture Replacement (6500)	81,050	58,778	(22,272)	81,000	81,000	
Depreciation Expense	689,645	594,295	(95,350)	574,000	574,000	
Interest	33,314	33,314	(0)	33,314	33,314	
Indirect Cost (Total charter school supervisory oversight fees only)	265,722	256,297	(9,425)	257,947	257,947	
Total Expenses-Financial Reporting Basis	30,493,798	32,188,456	1,694,658	32,422,390	32,482,391	
Total Expenses-Cash Reporting Basis	31,311,129	32,117,846	806,717	32,831,390	32,891,391	
Financial Reporting Basis-Adjusted for Depreciation	970,186	29,165	(941,020)	3,390	565,788	2017/18 Increase subject to changes noted in comments section or new information provided to Finance
Net Reserve Fund Increase(Reduction)-Cash Basis	152,855	99,775	(53,079)	(405,610)	156,788	

Coversheet

Audit - Scope, Timing, Auditor Responsibilities

Section: VII. Finance
Item: F. Audit - Scope, Timing, Auditor Responsibilities
Purpose: FYI
Submitted by:
Related Material: VII_F_Finance_Auditors Letter_08_22_17.pdf



Vavrinek, Trine, Day & Co., LLP

Certified Public Accountants

VALUE THE DIFFERENCE

July 18, 2017

The Governing Board
 c/o Dr. Pamela Magee, Executive Director
 Palisades Charter High School
 15777 Bowdoin Street
 Pacific Palisades, CA 90272

Dear Board Member,

We are engaged to audit the financial statements of Palisades Charter High School Charter No. 0037 for the year ended June 30, 2017. Professional standards require that we provide you with the following information related to our audit. We also appreciated the opportunity to meet with you to discuss this information since a two-way dialogue provided valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and OMB Uniform Guidance (If Applicable)

As stated in our engagement letter July 18, 2017, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and the *2016-2017 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the California Education Audit Appeals Panel as regulations. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the Palisades Charter High School's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Uniform Guidance.

As part of obtaining reasonable assurance about whether the Palisades Charter High School's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with Uniform Guidance, we will examine, on a test basis, evidence about the Palisades Charter High School's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Uniform Guidance Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the Palisades Charter High School's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the Palisades Charter High School's compliance with those requirements.

Palisades Charter High School
Page 2

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. Supplementary information for the Palisades Charter High School includes LEA Organization Structure, Schedule of ADA, Schedule of Instructional Time, and Reconciliation of audit adjustments and Notes to Supplementary Information.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Organization. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We began our audit in June 2017, and expect issue our report by December 15. This information is intended solely for the use of audit committees, board of directors and management, of the Palisades Charter High School and is not intended to be, and should not be, used by anyone other than these specified parties.

Vannink, Tein, Day & Co., LLP

Rancho Cucamonga, California
July 18, 2017

Coversheet

IT Team Supervisor Position - Title Change and Salary Scale Adjustment

Section: VII. Finance
Item: G. IT Team Supervisor Position - Title Change and Salary Scale Adjustment
Purpose: Vote
Submitted by:
Related Material: VII_G_Finance_Part 2_Technology Job Description_8_22_17.pdf
VII_G_Finance_Part 1_IT Team Supervisor Changes_08_22_17.pdf

Unrepresented Mid-Management positions

2017-2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Campus Safety Supervisor	\$55,695	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369
Facility, Grounds & Maintenance Supervi	\$53,020	\$55,671	\$58,454	\$61,378	\$64,446	\$67,668	\$71,052	\$74,648
IT Team Supervisor	\$67,698	\$71,082	\$74,636	\$78,369	\$82,287	\$86,401	\$90,760	\$95,258
Manager - Aquatics Facility	\$55,695	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369
Manager - Athletics	\$55,695	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369
Manager Fiscal Services	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369	\$82,287	\$86,401	\$90,760
Technology Supervisor/Coordinator	\$71,082	\$74,636	\$78,369	\$82,287	\$86,401	\$90,760	\$95,258	\$100,020
Head College Advisor (11 month position)	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369	\$82,287

Board Approved

2017-2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Campus Safety Supervisor	\$55,695	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369
Facility, Grounds & Maintenance Supervi	\$53,020	\$55,671	\$58,454	\$61,378	\$64,446	\$67,668	\$71,052	\$74,648
Manager - Aquatics Facility	\$55,695	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369
Manager - Athletics	\$55,695	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369
Manager Fiscal Services	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369	\$82,287	\$86,401	\$90,760
Information Technology (IT), Director *	\$82,287	\$86,401	\$90,760	\$95,258	\$100,020	\$105,021	\$110,273	\$115,786
Head College Advisor (11 month position)	\$58,480	\$61,403	\$64,473	\$67,698	\$71,082	\$74,636	\$78,369	\$82,287

* Pending Board Approval

PALISADES CHARTER HIGH SCHOOL

CLASS TITLE: TECHNOLOGY SUPERVISOR/COORDINATOR

BASIC FUNCTION:

Under the direction of the Executive Director and Director-Operations, plan, organize, control and direct the Technology Department; coordinate and direct projects, resources, services, personnel and communications to meet school technology needs and assure smooth and efficient activities; Monitor, analyze, identify and adjust activities and systems in response to the technological needs of the school; direct the development and maintenance of a networked information system; direct, manage and evaluate instructional, information, technology and communication services and instructional integration; supervise the performance of assigned personnel.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Plan, organize, control and direct the Technology Department; develop, implement and evaluate long-range goals for the application of computers and technology in instructional programs and administrative offices; monitor progress toward goal attainment; coordinate technology priorities.

Coordinate and direct projects, resources, services, personnel and communications to meet school technology needs and assure smooth and efficient activities; establish and maintain time lines and priorities; direct the development, implementation and coordination of technology plans, strategies, infrastructure, systems, projects, programs, services, goals, objectives and an integrated Technology Plan aligned with the PCHS Long Term Strategic Plan and education mission.

Monitor, analyze, identify and adjust activities and systems in response to the technological needs of the school; provide leadership in the strategic planning, implementation and enhancement of academic and administrative computing, networking and user support in response to the needs of student and staff; collaborate with other administrators to develop a coordinated, efficient and integrated approach to the use of technology in administrative, teaching and learning areas.

Direct the maintenance and improvement of the school's integrated information system; plan, organize, control and direct the installation, configuration, design and modification of computer, telecommunication and network systems, web sites, hardware, software, databases and applications; assure proper investigation, troubleshooting, diagnosis and repair of system, hardware, software, network, web site, telecommunication system and other technology malfunctions.

Monitor and analyze technology programs, systems and activities for financial effectiveness, operational efficiency and capacity to meet the needs of students and staff; develop and maintain key performance indicators; direct the development and implementation of policies, procedures, processes, methods and programs to enhance the financial effectiveness, operational efficiency and capacity of the Department to meet student and staff needs.

July 2017

Technology Supervisor/Coordinator - Continued**Page 2**

Assure adequate technology resources to meet the needs of the school; monitor, analyze and identify technology acquisition and replacement needs and requirements; oversee the development of the comprehensive inventory and replacement plan for technology equipment and other resources; administer a financial planning model for the replacement of campus technology.

Direct the development and maintenance of a networked information system including feasibility studies, systems analysis and design, computer programming, conversion of data, instructional technology, and information storage and retrieval; assist in the development of standards of hardware and software use; manage users on the servers; oversee the maintenance of the e-mail server/program.

Direct, manage and evaluate instructional, informational and communication services; obtain maximum educational and administrative benefits from information and communication technologies.

Perform a variety of technical duties involved in the design, installation, configuration, and maintenance of the wide-area networks (WANs) and local area networks (LANs); resolve network related problems.

Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.

Determine technology needs; evaluate potential products and services and assure compliance with established objectives, priorities and resources; analyze proposals for technology submitted from various personnel.

Coordinate a program for the systematic review and selection of technology hardware and software; develop standards for the purchase of hardware and software to support the instruction and management information systems.

Manage the acquisition, installation, maintenance and repair of information and communications technology equipment; negotiate bids for service, installations or other services as needed.

Collaborate with educators in developing and implementing methods and procedures for enhancing technological integration and meeting established goals; oversee the preparation and scheduling of technological integration; assure inventory of proper materials is sufficient to meet needs; develop programs to identify needs in instructional practices and curriculum and staff development.

Provide technical expertise, information and assistance to the administrator regarding assigned functions; assist in the formulation and development of policies, procedures and programs to assure an economical, safe and efficient work environment.

Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel.

July 2017

Technology Supervisor/Coordinator - Continued**Page 3**

Serve as technical and administrative resource to operational and instructional users; provide technical support for telephone system hardware and software.

Communicate with other administrators, personnel, vendors, service providers, and other outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information.

Communicate with staff and architects regarding the design for an implementation of technology in classrooms, libraries, and offices; develop technology specifications for facility infrastructures.

Provide support in planning and implementing professional development activities involving information and communication technologies; design and implement in-service programs to support the integration of technology in the classroom and office; provide leadership and training in optimizing the effectiveness and efficiency of operations through the use of technology.

Develop and prepare the annual preliminary budget for the department; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations; seek partnerships and funding, both private and public, to support the technology program.

Operate a computer, assigned software programs and related peripherals; operate other office equipment as assigned; drive a vehicle to various sites to conduct work.

Attend and conduct a variety of meetings as assigned; attend conferences and workshops to maintain current knowledge of emerging technological trends, development and research.

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

Planning, organization and direction of the Technology Department.

Understanding of technology integration pedagogy within a high school.

Knowledge of technologies used for diverse demonstrations of knowledge.

Computer languages and programming fundamentals.

Principles and operations of LANs and WANs, data communication systems and related software.

Installation, maintenance and repair of information systems equipment.

Technology and computer software supports related to instruction and administration.

Operational characteristics and requirements of personal computers and networks and related peripheral equipment for Windows, Apple and other platforms.

Use of various computer systems and software and their application to established needs.

Principles, practices and languages used in communication-oriented computer systems.

Budget preparation and control.

Oral and written communication skills.

Principles and practices of administration, supervision and training.

Applicable laws, codes, regulations, policies and procedures.

July 2017

Technology Supervisor/Coordinator - Continued

Page 4

Interpersonal skills using tact, patience and courtesy.
Operation of a computer and assigned software.
Public speaking techniques.

ABILITY TO:

Plan, organize, control and direct the Technology Department.
Collaborate with administrators to articulate and implement a technology mission aligned with the PCHS Long Term Strategic Plan.
Direct the development and maintenance of a networked information system.
Direct, manage and evaluate instructional, informational and communication services.
Supervise the performance of assigned personnel.
Plan and implement the installation and use of technologies in an educational system.
Communicate effectively both orally and in writing.
Conduct effective professional development in information technologies.
Maintain current knowledge of technological advances in the field.
Design, install, configure, and maintain the WANs and LANs.
Interpret, apply and explain rules, regulations, policies and procedures.
Establish and maintain cooperative and effective working relationships with others.
Operate a computer and assigned office equipment.
Analyze situations accurately and adopt an effective course of action.
Meet schedules and time lines.
Work independently with little direction.
Plan and organize work.
Prepare comprehensive narrative and statistical reports.
Direct the maintenance of a variety of reports and files related to assigned activities.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in information technology, computer science or related field and four years increasingly responsible experience in network management and the administration and maintenance of management information systems including two years in a supervisory capacity.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment.
Driving a vehicle to conduct work.
Working on and around ladders.

July 2017

Technology Supervisor/Coordinator - Continued

Page 5

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.

Hearing and speaking to exchange information in person and on the telephone.

Seeing to read a variety of materials and view a computer monitor.

Sitting or standing for extended periods of time.

Lifting, carrying, pushing or pulling moderately heavy objects.

Bending at the waist, kneeling or crouching.

Reaching overhead, above the shoulders and horizontally.

July 2017

PALISADES CHARTER HIGH SCHOOL

CLASS TITLE: INFORMATION TECHNOLOGY TEAM SUPERVISOR

BASIC FUNCTION:

Under the direction of the Manager-Technology, organize and direct operations and activities related to the installation, configuration, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems; oversee and participate in the planning, design, set-up, development and modification of computer and network systems; train and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Organize and direct operations and activities related to the installation, configuration, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems; prioritize installation, maintenance and repair needs, coordinate project assignments and establish time lines.

Oversee and participate in the planning, design, set-up, development and modification of computer and network systems; supervise the design, installation, operation, maintenance and repair of Local Area Networks (LANs) and Wide Area Networks (WANs); assure proper installation of server and work station software and test applications to assure proper operation.

Train and evaluate the performance of assigned staff; interview and select employees, and recommend transfers, reassignment, termination and disciplinary actions; assign employee duties and review work to assure accuracy and completeness; schedule staff to meet technology needs, priorities and time lines.

Oversee the installation, configuration, upgrading and operation of a variety of hardware, software and equipment including cabling, servers, hubs, routers, switches and applications to enhance and assure proper operation of assigned computer systems.

Perform a variety of network administration activities including establishing and maintaining user accounts, email accounts, internet connectivity, back-ups, domains and workgroups, intranet, and designated programs and systems.

Communicate with various staff, faculty and administrators to coordinate activities, exchange information and resolve issues and concerns; communicate with various vendors to discuss warranties and service contracts and make arrangements for repairs or replacements as needed.

Troubleshoot network problems involving routing, communications, connectivity, network operating systems, printing, mass storage servers, print servers, memory management and other applications; conduct appropriate diagnostic testing on computers utilizing appropriate diagnostic tools.

June 2014

Information Technology Team Supervisor - Continued

Provide consultation concerning computer systems, equipment and malfunctions; provide technical troubleshooting, determine type of request, diagnose and provide solutions; provide information concerning related practices and procedures.

Coordinate communications and information between other departments to meet computer hardware, software, peripheral equipment and network system needs; prepare and distribute related correspondence.

Operate a variety of technical equipment including testers, meters, analyzers and a variety of hand and power tools; drive a vehicle to conduct work.

Communicate with personnel to exchange information, coordinate activities and programs and resolve issues or concerns.

Prepare and maintain a variety of records and reports related to projects, work orders, equipment, systems, personnel, financial activity and assigned duties.

Research and evaluate new technologies for possible implementation within the contracted school districts; provide technical advice concerning the purchasing and implementation of new technologies.

Oversee inventory functions for assigned technology areas; monitor inventory levels of computer system parts and equipment; order, receive and assure adequate inventory levels of parts and equipment to meet operational needs of the department; oversee the preparation of related purchasing documents.

Monitor and assess assigned technology functions for effectiveness and operational efficiency; provide input concerning the development and implementation of departmental programs, goals, objectives, policies and procedures.

Attend and conduct a variety of meetings as assigned.

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Organization and direction of operations and activities related to the installation, configuration, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems.

Principles, methods and procedures of operating computers, networks and peripheral equipment.

Policies and objectives of assigned programs and activities.

System utilities and design and program applications.

Materials, methods and tools used in the operation and repair of computer systems.

Principles, theories and techniques of LAN and WAN design.

June 2014

Information Technology Team Supervisor - Continued

Page 3

Advanced knowledge of software programs.
Principles and techniques of systems and network analysis.
Computer hardware systems and software applications utilized.
Principles and practices of supervision and training.
Record-keeping and report preparation techniques.
Interpersonal skills using tact, patience and courtesy.
Oral and written communication skills.
Technical aspects of field of specialty.

ABILITY TO:

Organize and direct operations and activities related to the installation, configuration, maintenance, troubleshooting, diagnosis and repair of computer hardware, software, peripherals and network systems.
Oversee and participate in the planning, design, set-up, development and modification of computer and network systems.
Train and evaluate the performance of assigned personnel.
Prioritize installation, maintenance and repair needs.
Supervise the design, installation, operation, maintenance and repair of LANs and WANs.
Supervise desktop support and help desk staff to assure smooth, efficient and reliable repairs.
Assure proper installation of server and work station software.
Organize, establish and maintain a data management, storage and retrieval system.
Provide consultation to personnel and others concerning computer systems, equipment and malfunctions.
Oversee inventory functions for assigned technology areas.
Maintain current knowledge of technological advances in the field.
Plan and organize work.
Meet schedules and time lines.
Work independently with little direction.
Communicate effectively both orally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Maintain records and prepare reports.
Type or input data at an acceptable rate of speed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in computer science or related field and three years increasingly responsible experience with advanced databases and word processing equipment and software.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

June 2014

Information Technology Team Supervisor - Continued

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment.
Driving a vehicle to conduct work.
Working on and around ladders.

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.
Hearing and speaking to exchange information in person and on the telephone.
Seeing to read a variety of materials and view a computer monitor.
Sitting or standing for extended periods of time.
Lifting, carrying, pushing or pulling moderately heavy objects.
Reaching overhead, above the shoulders and horizontally.

PALISADES CHARTER HIGH SCHOOL

CLASS TITLE: INFORMATION TECHNOLOGY (IT), DIRECTOR

BASIC FUNCTION:

Under the direction of the Executive Director and Director of Operations, plan, organize, control and direct the Technology Department; coordinate and direct projects, resources, services, personnel and communications to meet school technology needs and assure smooth and efficient activities; Monitor, analyze, identify and adjust activities and systems in response to the technological needs of the school; direct the development and maintenance of a networked information system; direct, manage and evaluate technology and communication services and instructional integration; supervise the performance of assigned personnel.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Plan, organize, control and direct the Technology Department; develop, implement and evaluate long-range goals for the application of computers and technology in administrative offices; monitor progress toward goal attainment; coordinate technology priorities.

Coordinate and direct projects, resources, services, personnel and communications to meet school technology needs and assure smooth and efficient activities; establish and maintain time lines and priorities; direct the development, implementation and coordination of technology plans, strategies, infrastructure, systems, projects, programs, services, goals, objectives and an integrated Technology Plan aligned with the PCHS Long Term Strategic Plan and education mission.

Monitor, analyze, identify and adjust activities and systems in response to the technological needs of the school; provide leadership in the strategic planning, implementation and enhancement of academic and administrative computing, networking and user support in response to the needs of student and staff; collaborate with other staff to develop a coordinated, efficient and integrated approach to the use of technology.

Direct the maintenance and improvement of the school's integrated information system; plan, organize, control and direct the installation, configuration, design and modification of computer, telecommunication and network systems, web sites, hardware, software, databases and applications; assure proper investigation, troubleshooting, diagnosis and repair of system, hardware, software, network, web site, telecommunication system and other technology malfunctions.

Monitor and analyze technology programs, systems and activities for financial effectiveness, operational efficiency and capacity to meet the needs of students and staff; develop and maintain key performance indicators; direct the development and implementation of policies, procedures, processes, methods and programs to enhance the financial effectiveness, operational efficiency and capacity of the Department to meet student and staff needs.

August 2017

Information Technology (IT), Director - Continued**Page 2**

Assure adequate technology resources to meet the needs of the school; monitor, analyze and identify technology acquisition and replacement needs and requirements; oversee the development of the comprehensive inventory and replacement plan for technology equipment and other resources; administer a financial planning model for the replacement of campus technology.

Direct the development and maintenance of a networked information system including feasibility studies, systems analysis and design, computer programming, conversion of data, instructional technology, and information storage and retrieval; assist in the development of standards of hardware and software use; manage users on the servers; oversee the maintenance of the e-mail server/program.

Direct and manage informational and communication services; obtain maximum educational and administrative benefits from information and communication technologies.

Perform a variety of technical duties involved in the design, installation, configuration, and maintenance of the wide-area networks (WANs) and local area networks (LANs); resolve network related problems.

Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.

Determine technology needs; evaluate potential products and services and assure compliance with established objectives, priorities and resources; analyze proposals for technology submitted from various personnel.

Coordinate a program for the systematic review and selection of technology hardware and software; develop standards for the purchase of hardware and software to support the instruction and management information systems.

Manage the acquisition, installation, maintenance and repair of information and communications technology equipment; negotiate bids for service, installations or other services as needed.

Provide technical expertise, information and assistance to the administrator regarding assigned functions; assist in the formulation and development of policies, procedures and programs to assure an economical, safe and efficient work environment.

Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel.

Serve as technical and administrative resource to operational and instructional users; provide technical support for telephone system hardware and software.

Communicate with other administrators, personnel, vendors, service providers, and other outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information.

Communicate with staff and architects regarding the design for an implementation of technology in

August 2017

Information Technology (IT), Director - Continued**Page 3**

classrooms, libraries, and offices; develop technology specifications for facility infrastructures.

Provide support in planning and implementing professional development activities involving information and communication technologies; design and implement in-service programs to support the integration of technology in the classroom and office; provide leadership and training in optimizing the effectiveness and efficiency of operations through the use of technology.

Develop and prepare the annual preliminary budget for the department; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations; seek partnerships and funding, both private and public, to support the technology program.

Operate a computer, assigned software programs and related peripherals; operate other office equipment as assigned; drive a vehicle to various sites to conduct work.

Attend and conduct a variety of meetings as assigned; attend conferences and workshops to maintain current knowledge of emerging technological trends, development and research.

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

Planning, organization and direction of the Technology Department.

Knowledge of technologies used for diverse demonstrations of knowledge.

Computer languages and programming fundamentals.

Principles and operations of LANs and WANs, data communication systems and related software.

Installation, maintenance and repair of information systems equipment.

Operational characteristics and requirements of personal computers and networks and related peripheral equipment for Windows, Apple and other platforms.

Use of various computer systems and software and their application to established needs.

Principles, practices and languages used in communication-oriented computer systems.

Budget preparation and control.

Oral and written communication skills.

Principles and practices of administration, supervision and training.

Applicable laws, codes, regulations, policies and procedures.

Interpersonal skills using tact, patience and courtesy.

Operation of a computer and assigned software.

Public speaking techniques.

ABILITY TO:

Plan, organize, control and direct the Technology Department.

Collaborate with administrators to articulate and implement a technology mission aligned with the PCHS Long Term Strategic Plan.

Direct the development and maintenance of a networked information system.

Direct, manage and evaluate instructional, informational and communication services.

August 2017

Information Technology (IT), Director - Continued

Page 4

Supervise the performance of assigned personnel.
Implement the installation and use of technologies in an educational system.
Communicate effectively both orally and in writing.
Conduct effective professional development in information technologies.
Maintain current knowledge of technological advances in the field.
Design, install, configure, and maintain the WANs and LANs.
Interpret, apply and explain rules, regulations, policies and procedures.
Establish and maintain cooperative and effective working relationships with others.
Operate a computer and assigned office equipment.
Analyze situations accurately and adopt an effective course of action.
Meet schedules and time lines.
Work independently with little direction.
Plan and organize work.
Prepare comprehensive narrative and statistical reports.
Direct the maintenance of a variety of reports and files related to assigned activities.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in information technology, computer science or related field and four years increasingly responsible experience in network management and the administration and maintenance of management information systems including two years in a supervisory capacity.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment.
Driving a vehicle to conduct work.
Working on and around ladders.

August 2017

Information Technology (IT), Director - Continued

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.

Hearing and speaking to exchange information in person and on the telephone.

Seeing to read a variety of materials and view a computer monitor.

Sitting or standing for extended periods of time.

Lifting, carrying, pushing or pulling moderately heavy objects.

Bending at the waist, kneeling or crouching.

Reaching overhead, above the shoulders and horizontally.

EDUCATION TECHNOLOGY COORDINATOR

Three (3) periods out-of-the-classroom, no additional stipend

Responsibilities and Duties:

Plan, organize, and coordinate the Education Technology team; develop, implement and evaluate long-range goals for the application of education technology in instructional programs; monitor progress toward goal attainment; coordinate technology priorities.

Develop and maintain an integrated education technology plan aligned with the PCHS Long Term Strategic Plan and education mission; develop a coordinated, efficient and integrated approach to the use of technology in administrative, teaching and learning areas; attend LTSP and other meetings as assigned.

Monitor and analyze Ed-Tech programs, systems and activities for effectiveness and capacity to meet the needs of students and faculty.

Collaborate with educators in developing and implementing methods for enhancing Ed-Tech integration; may coordinate the preparation and scheduling of technological integration; work with IT to assure inventory of proper materials is sufficient to meet needs; develop programs to identify needs in instructional practices and staff development.

Develop and coordinate a program for the systematic review and selection of technology software, subscriptions and licenses; develop standards for the purchase of software, subscriptions and licenses to support instruction and management Ed-Tech information systems.

Prepare and maintain narrative and statistical reports evaluating the effectiveness of current Ed-Tech programs

Communicate with staff regarding the design for an implementation of technology in classrooms

Provide support in planning and implementing professional development activities involving Ed-Tech; design and implement in-service programs to support the integration of technology in the classroom; provide leadership and training in optimizing the effectiveness and efficiency of learning through the use of technology.

Attend and conduct a variety of meetings as assigned; attend conferences and workshops to maintain current knowledge of emerging technological trends, development and research.

Develop a long-range vision for the use of Ed-Tech at PCHS.

August 2017

PALISADES CHARTER HIGH SCHOOL

CLASS TITLE: TECHNOLOGY SUPPORT SPECIALIST I

BASIC FUNCTION:

Under the direction of the Information Technology Team Supervisor, install, maintain and repair computer equipment, peripherals, and networks to prevent service interruption; instruct personnel in the operation of computers, peripherals, and related equipment.

DISTINGUISHING CHARACTERISTICS:

The Technology Support Specialist I is the entry level position in the series. Incumbents provide end user support, cart delivery and tech support, as well as repair of iPads and other mobile devices. The Technology Support Specialist II is the senior level position in the series. Incumbents provide end user support for mixed platform classroom environments, support for more complex technology equipment and network troubleshooting.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Provide helpdesk support for troubleshooting and repairs of classroom and office workstations.

Install, maintain and repair computer equipment and related peripherals; review and prioritize work orders.

Install, configure and assist in the use of various operating systems and software applications; troubleshoot and resolve software and hardware related problems.

Install networks and related equipment; assist schools in the implementation of networks; install hubs, wiring and cables to buildings through walls, attics, and rooftops; install switch decks or hub and set up computers and peripheral equipment.

Provide instruction to personnel in the operation and care of assigned equipment and software; assist schools with the selection and installation of software.

Provide recommendations of replacement and upgrades of operating systems and software; perform upgrades on older computer equipment; maintain records of equipment and malfunctions.

Drive a vehicle to sites to conduct work; maintain related logs and inventory records; prioritize and respond to emergency service calls.

Operate a variety of hand and power tools; perform equipment tests using specialized equipment.

OTHER DUTIES:

Assist other departments on special projects as assigned.

May 2014

Technology Support Specialist I - Continued

Page 2

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Computer hardware systems, software applications and languages utilized.

Materials, methods and tools used in the operation and repair of computer and network systems.

Record-keeping techniques.

Technical aspects of field of specialty.

Oral and written communication skills.

Laws, rules and regulations related to assigned activities.

Inventory methods and practices.

Proper methods of storing equipment, materials and supplies.

ABILITY TO:

Perform skilled work in the repair, maintenance and installation of a variety of computerized equipment and peripherals.

Provide technical assistance to computer systems users.

Troubleshoot and repair basic system malfunctions and maintain system operation.

Research, analyze and recommend new system software and hardware.

Make routine equipment adjustments and perform routine maintenance.

Communicate effectively both orally and in writing.

Prioritize and schedule work.

Maintain records and prepare reports.

Work cooperatively with others.

Plan and organize work.

Operate a vehicle to conduct work.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by college-level course work in computer science or related field and two years experience in the installation, maintenance and repair of computer systems, peripherals and related equipment.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment.

Driving a vehicle to conduct work.

Mav 2014

Technology Support Specialist I - Continued

Page 3

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate hand tools, computer keyboards and other assigned equipment.

Reaching overhead, above the shoulders and horizontally.

Climbing ladders and working from heights.

Sitting or standing for extended periods of time.

Lifting and carrying moderately heavy equipment.

Bending at the waist, kneeling or crouching.

Seeing to perform computer repair duties.

HAZARDS:

Working at heights.

Working in a cramped or restrictive work chamber.

Coversheet

Campus Unification Director Position

Section: VII. Finance
Item: H. Campus Unification Director Position
Purpose: Vote
Submitted by:
Related Material: Campus Unification Director job description.pdf

PALISADES CHARTER HIGH SCHOOL

CLASS TITLE: CAMPUS UNIFICATION DIRECTOR

BASIC FUNCTION:

Under the direction of the Executive Director plan, organize and direct employee relations operations and activities including the review, evaluation, maintenance and adjustment of student and staff activities and policies as relates to diversity and inclusion; coordinate and direct personnel, communications and functions to meet inclusion, diversity and unity organizational needs and assure smooth and effective student and personnel programs and activities; supervise and evaluate the performance of any assigned personnel.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Assess Programs:

Plan, organize and direct diversity and unification operations and activities including the review, evaluation, maintenance and adjustment of current programs; assist in establishing and maintaining agreed upon time lines and priorities; assure policies and programs comply with established laws, codes, regulations, policies and procedures.

Operationally facilitates a unified, coordinated approach to inclusion and diversity work across all departments; create a forum for staff to identify main cultural issues and biases both in the classroom and within the wider campus community.

Establishes protocol and supervises professionals, and consulting staff as needed in the development of diversity and inclusion action plans to drive outcomes that are specific to values commitment and educational excellence at PCHS.

Provide consultation to administrators, personnel, outside agencies and others concerning diversity and unity programs; respond to inquiries, resolve issues and conflicts and provide information concerning related records, standards, laws, codes, regulations, policies and procedures; maintain current knowledge of said laws, policies and procedures.

Student Focused Programs:

Focuses on the quality of the PCHS experience for students through mentoring, program, and leadership opportunities; plan and calendar events focused on unity; strengthening positive interactions and disrupting discrimination based on race, gender, socioeconomic and sexual orientation; identifies diversity and inclusion opportunities for students.

Develops programs and activities that help support student success and retention, including but not limited to first-generation students and underrepresented student populations.

July 2017

Campus Unification Director - continued**Page 2**

Supports and promotes efforts related to retention, honors and Advanced Placement class participation and graduation of underrepresented students.

Formulates and facilitate policies and procedures regarding student leadership development, mentoring and student organizations within PCHS.

Communication:

Serves as consultant to PCHS and the community on diversity and intercultural awareness issues and student success; informs the greater student community of the role diversity and inclusion play within the campus community and work place.

Plan, implement and build channels for communication with PCHS staff, students, and community including clubs and directed student organizations; develop a singular goal, direction for the PCHS community as it relates to diversity and unification.

Develop and implement social media language that informs staff, students and the community of PCHS's strong stance and policies against discrimination.

Creates student-centered events and opportunities for PCHS students and staff to engage in dialogue; facilitate dialogue and discussion among staff, students, parents, stakeholders and appropriate agencies to promote unification.

Develops diversity recognition, celebration, and awards programs to acknowledge progress, success, and excellence.

Manage Implementation:

Creates assessment tools to measure the effectiveness of efforts related to diversity and inclusion; assessment of the existing PCHS climate as it relates to diversity.

Evaluates services that encourage inclusion that enhances the understanding and awareness of cultural diversity; promote inclusivity and eliminate self-segregation or inappropriate incidents.

Presentations and Meetings:

Serves as presenter for workshops, school board meetings and other meetings as needed; attend and conduct a variety of meetings as assigned; prepare and deliver oral presentations concerning diversity and unity functions.

Participates in Long Term Strategic Planning meetings, Board meetings and serves on PCHS committees as directed; develops reports, research, or studies as tasked: develops and recommends strategy and implementation process for student and staff strategic planning on behalf of the upper management.

Coordinate communications between personnel, governmental agencies, outside organizations and the public to assure smooth and efficient unification and employee relation functions; assure proper and timely resolution of issues related to student and staff.

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Operate a variety of office equipment including a computer and assigned software; drive a vehicle to conduct work

Adheres to workplace safety policies and guidelines

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Management of diversity and unification programs and activities including the review, evaluation, maintenance and adjustment of current and planned implementation of programs.

Applicable laws, codes, regulations policies and procedures.

Diversity and inclusive, policies, procedures and practices.

Methods, procedures and terminology used in professional diversity outreach.

Generally accepted diversity and unification policies.

Preparation, analysis, review and control of assigned programs.

Policies and objectives of assigned programs and activities.

Preparation of educational data and statistical reports related to diversity programs.

Principles and practices of administration, supervision and training.

Technical aspects of field of specialty.

Operation of a variety of office equipment including a computer and assigned software.

Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Plan, organize and direct diversity and unification programs and activities including the review, evaluation, maintenance and adjustment of programs and funding.

Supervise and evaluate the performance of assigned personnel.

Assist in establishing and maintaining unification time lines and priorities.

Assure accurate record of programs including outcome results and expenditures.

Assist in the development and implementation of unification programs, policies and procedures.

Provide consultation concerning programs and related functions.

Interpret, apply and explain rules, regulations, policies and procedures.

Communicate effectively both orally and in writing.

Establish and maintain cooperative and effective working relationships with others.

Operate a computer and assigned office equipment.

Analyze situations accurately and adopt an effective course of action.

Meet schedules and time lines.

Work independently with little direction.

Plan and organize work.

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Campus Unification Director - continued

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Direct the maintenance of a variety of reports, records and files related to assigned activities.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in employee relations or related field and four years increasingly responsible diversity experience including the review, evaluation, maintenance and adjustment of diversity and inclusion based programs.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL DEMANDS:

Hearing and speaking to exchange information.
Dexterity of hands and fingers to operate a computer keyboard.
Seeing to read a variety of materials.
Sitting for extended periods of time.

Coversheet

Approval of Updated Membership of Board Committees

Section: VIII. Governance
Item: C. Approval of Updated Membership of Board Committees
Purpose: Vote
Submitted by:
Related Material: VIII_D_Gov_Board Committee Policies_08_22_17.pdf



PALISADES

CHARTER HIGH SCHOOL

STAKEHOLDER BOARD LEVEL COMMITTEES **POLICIES & PROCEDURES**

Per the 2014 PCHS Charter:

Stakeholder Board Level Committees (SBLC's) are committees that report directly to the Board of Trustees and are made up of at least one Board member and additional members who need not be on the Board of Trustees.

SBLC's are limited to topics in which the Board of Trustees has principal responsibility, rather than topics in which the EDP has principal responsibility. The areas in which the Board has principal responsibility are setting overall school-wide policies and goals, ensuring fiscal responsibility, and exercising compliance with law. Accordingly, SBLC's are formed to advise the Board in these areas.

SBLC's may be set up by the Board of Trustees and disbanded by the Board of Trustees at the Board's discretion, subject to the limitations below. No Board power or authority may be delegated to an SBLC.

SBLC's shall be made up of representatives from all stakeholder groups (except community members, who may or may not be on an SBLC at the Board of Trustees' discretion), provided, however, that the faculty shall have the right, but not the obligation, to constitute a majority of each SBLC except as set forth below. SBLC members shall be appointed by the Board of Trustees in consultation with stakeholder groups. Although the appointment power resides with the Board in the Board's discretion, it is expected that the Board will give great deference to nominees presented by the stakeholder group at issue, absent exceptional circumstances. (In other words, faculty nominations for faculty positions on a committee should be given deference by the Board of Trustees.) While there can be no exhaustive list of —exceptional circumstances, examples might include the Board's rejection of a nominee who has demonstrated an inability in the past to devote adequate time to the committee. However, while it is anticipated that the Board will approve stakeholder nominees except in exceptional circumstances, nothing in this provision is intended to be a limit on the Board's ultimate discretion or authority to make appointments.

In order to ensure compliance with Brown Act requirements and governance best practices, Board Committees and Committee Officers must act in accordance with legal requirements and Board policies.

Moreover, the Board of Trustees may remove a member of any SBLC with or without cause in its discretion, but the removal of a committee member shall not be used to undermine the faculty's right to constitute a majority on each SBLC. Nothing herein shall in any way relieve the Board of Trustees of its fiduciary duties or limit its power to fulfill those duties. Accordingly, the Board of Trustees may accept, modify, or reject any recommendation made to it by any SBLC. Except where otherwise provided by law, all SBLCs shall be subject to the Brown Act. It shall be the responsibility of each committee's chairperson to ensure compliance with the Brown Act, and the Board shall have the power and obligation to take whatever actions are necessary to ensure that SBLC's are in compliance.



PALISADES

CHARTER HIGH SCHOOL

PCHS Board Policies

Committee Chair Responsibilities:

Responsibilities of Committee Chairs include, but are not limited to, the following:

- 1) At the first committee meeting each school year, each committee's agenda must include an overview of Brown Act requirements pertaining to the committee and its members. This item should be covered prior to the discussion of any other agenda items.
 - Each Committee Chair must contact the Board officers to obtain current materials for the presentation.
 - Committee Chairs may request that a Board member attend the committee meeting and conduct the Brown Act presentation. If making this request, sufficient notification in advance of the meeting date should be provided to the Board officers.
- 2) To ensure appropriate oversight is provided by the Board, committee agendas will be reviewed by the Board officers and must be approved prior to public posting. The officers may require changes to an agenda prior to approving agendas for posting.

Committee Chairs will submit a proposed agenda for each committee meeting to the Board officers according to the following timelines:

- For regular meetings - a minimum of 5 days prior to the scheduled meeting by 5pm
- For special meetings – a minimum of 2 days prior to the scheduled meeting by 5pm

If agendas are not submitted according to these timelines, the Board officers may require the committee's meeting to be rescheduled for an alternate date/time that allows for sufficient time to review the agenda and post according to legal timelines.

- 3) Committee Chairs (or their designee) will submit approved meeting minutes in a timely fashion for public posting.

Coversheet

Credential Waiver Approval for PCHS Teacher

Section: VIII. Governance
Item: E. Credential Waiver Approval for PCHS Teacher
Purpose: Vote
Submitted by:
Related Material: VII_Gov_Resolution of Board Waiver Credential 8.2017.pdf

RESOLUTION OF THE BOARD
OF PALISADES CHARTER HIGH SCHOOL

In Support of Waiver Requests for One (1) English Learner Authorization

WHEREAS, the Governing Board may approve an application to the California Commission on Teacher Credentialing seeking Variable Term Waiver Requests as may be necessary for the hiring, or class assignment, of certificated candidates to Palisades Charter High School; and

NOW, THEREFORE, BE IT RESOLVED that approval is given supporting an application to the California Commission on Teacher Credentialing for

One (1) English Learner Authorization (ELA) waiver for a teacher to complete the English Learner Authorization during the 2017/2018 academic year

Holly Korbonski: Teacher – English

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a meeting of the Governing Board of Palisades Charter High School held on August 22, 2017.

Pamela Magee
Executive Director
Palisades Charter High School