

Palisades Charter High School

Board Meeting

Date and Time

Tuesday February 24, 2026 at 5:00 PM PST

Location

Gilbert Hall
15777 Bowdoin Street
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:

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Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
Opening Items			
A.	Call the Meeting to Order	Maggie Nance	
B.	Record Attendance and Guests		2 m
C.	Public Comment		30 m
<p><i>"Public Comment" is available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment." "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to two (2) minutes, per person. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</i></p> <p>Google Form Public Comment Procedure: A Google form is available 24 hours prior to the meeting for Public Comment. Please refer to the Dewey Dolphin email or copy/paste this link https://forms.gle/kSsxkvL6T9GgXpdEA. Your comment will be read aloud by the Board Vice Chair. Public comments submitted through the Google form will be read after the public comments presented live at the meeting. General public comments not read after 60 minutes will be included in the meeting minutes. Due to public meeting laws, the Board can only listen to your comment, not respond or take action. Comments are limited to two (2) minutes, per person and one cannot cede their time to another. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall have twice the allotted time to speak, and the total allocated time shall be appropriately increased as well. Govern Code § 54954.3(b)(2).</p>			
D.	Approve Minutes	Approve Minutes Maggie Nance	2 m
Approve minutes for Special Board Meeting on February 9, 2026			
E.	Approve Minutes	Approve Minutes Maggie Nance	2 m
Approve minutes for Special Board Meeting on January 30, 2026			

	Purpose	Presenter	Time
F. Approve Minutes	Approve Minutes	Maggie Nance	2 m
Approve minutes for Board Meeting on January 13, 2026			
II. Organizational Reports			5:38 PM
A. Student Report	FYI	Alessandra Santini	3 m
B. Parent Report	FYI	Jessica Recinos, Neegen Ben-Cohen, Lisa Cahill	3 m
C. Community Report	FYI	Amir Ebtehadj	3 m
D. Represented Classified Staff Report	FYI	Andrew Paris	3 m
E. Unrepresented Classified Staff Report	FYI	Dr. Martha Monahan	3 m
F. Faculty Report	FYI	Maggie Nance, Nicholas Albonico, Minh Ha Ngo	3 m
G. Human Resources Director (HR) Report	FYI	Dr. Martha Monahan	5 m
H. Director of Operations Report	FYI	Rafael Negroe	3 m
I. Director of Information Technology Report	FYI	Jeff Roepel	5 m
J. Director of Development Report	FYI	Rene Rodman	3 m
K. Chief Business Officer (CBO) Report	FYI	Marie Arce	3 m
L. Executive Director/Principal (EDP) Report	FYI	Dr. Pam Magee	5 m
III. Board Committees (Stakeholder Board Level Committees)			6:20 PM
A. Academic Accountability Committee Update	FYI	Michael Friedman, Randy Tenan-Snow, Neegen Ben-Cohen	5 m
B. Budget & Finance Committee Update	FYI	Sara Margiotta	5 m
C. Election Committee Update	FYI	Maggie Nance	5 m

	Purpose	Presenter	Time
There is nothing to report at this time.			
D. Charter Committee Update	FYI	Maggie Nance	5 m
There is nothing to report at this time.			
IV. Board Committees (Board Members Only)			6:40 PM
A. Board Members Only - Committee Updates	FYI	Various	5 m
<ul style="list-style-type: none"> • Audit Committee • Survey Committee 			
V. Environmental Update Presentation			6:45 PM
A. Environmental Update Presentation	FYI	Carlos Torres, Director - LAUSD Office of Environmental Health & Safety	30 m
VI. LAUSD Single Occupancy Agreement			7:15 PM
A. LAUSD Single Occupancy Agreement	Vote	Dr. Pam Magee	10 m
"Motion to Approve the LAUSD Single Occupancy Agreement."			
VII. Academic Excellence			7:25 PM
A. Proposed 2026-2027 School Calendar	Vote	Maggie Nance	10 m
"Motion to Approve the Proposed 2026–2027 School Calendar."			
B. SMC Instructional Services Agreement	Vote	Maggie Nance	10 m
"Motion to approve the instructional services agreement between PCHS and SMC."			
VIII. Revised Behavior Health Policy			7:45 PM
A. Revised Behavioral Health Policy	Vote	Dr. Ian Sayer	10 m
"Motion to Approve the Revised Behavioral Health Policy."			

	Purpose	Presenter	Time
IX. Finance			7:55 PM
A. FY26 Second Interim Financials	Vote	Marie Arce, Charter Impact	10 m
"Motion to Approve the FY26 Second Interim Financials."			
B. Local Control and Accountability Plan (LCAP) Budget	Vote	Marie Arce, Charter Impact	10 m
"Motion to Approve the Local Control and Accountability Plan (LCAP) Budget."			
C. 2026-2027 Budget and Finance Calendar	Vote	Alexis Duston	5 m
"Motion to Approve the Proposed 2026-2027 Budget and Finance Calendar."			
X. LCAP Goals Mid-Year Update			8:20 PM
A. LCAP Goals Mid-Year Update	Vote	Tyler Farrell, Diana Kim, Dr. Pam Magee	20 m
"Motion to Approve the LCAP Goals Mid-Year Update." (Accompanies Charter Impact LCAP Budget Update)			
XI. Schoolwide Goals Update/Community Survey			8:40 PM
A. Schoolwide Goals Update/Community Survey	Vote	Dr. Pam Magee, Amir Ebtehadj	10 m
"Motion to Activate the Survey Committee to Create a Community Survey."			
<p>Community point-in-time survey focused on communications, academics, school climate, and facilities. The survey will be distributed to all stakeholder groups. A vote is needed to activate the survey committee, which will meet prior to the next board meeting and present proposed survey questions at the March board meeting, with the goal of distributing the survey to stakeholders before spring break.</p>			
XII. Collective Bargaining Proposals			8:50 PM
A. UTLA-PCHS	FYI	Dr. Martha Monahan	10 m

	Purpose	Presenter	Time
B. PCHS	FYI	Dr. Martha Monahan	10 m
XIII. Consent Agenda			9:10 PM
A. Finance Items: School Organized Conferences/Trips	Vote	Maggie Nance	5 m
Feb. 26-Mar. 1 DECA State Conference - Anaheim, CA Supervising Teachers: B. Kolavo, D. Carini			
B. Personnel Items	Vote	Dr. Martha Monahan	5 m
XIV. New Business / Announcements			9:20 PM
A. Announcements / New Business	FYI	Maggie Nance	1 m
Next Monthly Board Meeting: Tuesday, March 17, 2026 at 5:00 PM in Gilbert Hall			
XV. Closed Session			9:21 PM
A. Public Employee Discipline/Dismissal/Release	Vote	Dr. Martha Monahan	5 m
(Pursuant to Government Code Section 54957)			
XVI. Open Session			9:26 PM
A. Return to Open Session	FYI	Maggie Nance	1 m
B. Report Out on Action Taken In Closed Session, If Any.	FYI	Maggie Nance	1 m
XVII. Additional HR Items			9:28 PM
A. Resolution Re: Non-Reelection of Probationary Employees 25-26	Vote	Dr. Martha Monahan	5 m
B. Resolution Re: Release of Classified Employees 25-26	Vote	Dr. Martha Monahan	5 m

	Purpose	Presenter	Time
C. Resolution Re: Release of Temporary Employees 25-26	Vote	Dr. Martha Monahan	5 m
XVIII. Closing Items			9:43 PM
A. Adjourn Meeting	FYI	Maggie Nance	1 m

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on February 9, 2026



Palisades Charter High School

Minutes

Special Board Meeting

Date and Time

Monday February 9, 2026 at 5:00 PM

Location

Library

Palisades Charter High School

15777 Bowdoin Street

Pacific Palisades, CA 90272

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Trustees Present

Amir Ebtehadj (remote), Fati Adeli (remote), Lisa Cahill, Maggie Nance, Martha Monahan, Minh Ha Ngo, Negeen Ben-Cohen (remote), Nicholas Albonico

Trustees Absent

Andrew Paris, Jane Davis, Jessica Recinos

Ex Officio Members Present

Dr. Pam Magee

Non Voting Members Present

Dr. Pam Magee

Guests Present

Josh Wilson (remote), Owen Fisher, Rafael Negroe (remote)

I. Opening Items

A. Call the Meeting to Order

Maggie Nance called a meeting of the board of trustees of Palisades Charter High School to order on Monday Feb 9, 2026 at 5:04 PM.

B. Record Attendance and Guests

C. Public Comment

Michael Friedman - online submission

"Why is facilities being asked to clean the tennis courts? How many people benefit from that? Do we have PE Tennis classes? Why isn't facilities being asked to clean the dirt throughout the J Area? This should not need to be requested by staff it should be recognized by facilities and admin yet it is being totally ignored. It has already led to dirt getting into people's eyes as well as tracked into the classrooms. Please hold the next TV interview back there since it seems acceptable to leave messes around. Should'nt we show off our lack of diligence or care?

Communication-numerous important items have not been addressed to the faculty. At present, if an alarm goes off or the school has a "lockdown" situation, staff do not know where to bring students as the football field is not cleared for use. There is no announced "safe or sanctuary spot" to rally at off campus as the church on El Medio burnt down. There has been a year to make these decisions and disseminate the information and the best answer I have heard is that we don't need to do a drill yet. What if it's not a drill? Who is able to guarantee that something won't happen.

It's supposed to rain tomorrow. Are classrooms going to get doormats? Has anything been communicated to staff about how and whom to request these items?

The key oversight is excessive and problematic. The locking of restrooms in the J area is inconsistent and wastes "manpower". It is causing students to seek restrooms on the opposite side of campus thus maximizing the amount of time they are out of class. Shouldn't we be expecting and setting up our operations to do the opposite? This attempt at safety is actually weakening the overall safety on campus by giving security the tedious and unnecessary task of unlocking and re-locking bathroom doors in some places up to 6 times each day? Rumor has it that the whole key management is the result of theft from classrooms. That might be so, but no one was concerned about it at Sears as there were no doors. Unless the person who unlocks the door also inventories the room there can and will still be theft. What is taking place also should have an official protocol stated and communicated to staff. This should not come from HR, an entity that is supposed to make sure there is compliance as opposed to being a decision maker.

Admin is supposed to work with department chairs to create the schedule for each department. The department chairs are much more aware of the abilities and needs within each department than new or newish administrators. This not only goes against what exists in writing here at PALI it also is over-empowering people who are yet to have learned and proven themselves competent before given such a crucial assignment. Just the other week the Dean's office and security could not find a student and spent between 4-5 hours of staff time looking in the wrong classroom because the change of classrooms was never made on infinite campus although it was requested. This means that less than 5 minutes of work by an administrator was not done yet wasted multiple hours of staff time as a result. Figure that a fully generated teaching schedule by administration would result in countless hours of problems, corrections, complaints by students, staff and parents. This is pretty much going to be a tremendously poor decision that is avoidable.

There is no secured fenced in "Boneyard" anymore. Some places in the parking lot and loading dock are tapped off, why not next to the field along the building that used to be where the tech office was? No signs, no barriers, no supervision and only so far no issues. There have been several students hanging around there both during class time and nutrition/lunch. Many items are stacked and can fall. This is a safety issue that is being ignored. Is anyone going to act responsible for this?"

II. Demolition Contract Approval

A. Demolition Contract Approval

Rafael Negroe -

We have 3 quotes for the classroom demolition at Sears - to the level agreed with Seritage owner at Sears. Our lease called for us to demo back to original condition but included a clause for them to leave some items in place. They decided to keep some electrical, data circuits, etc. They want us to remove the wall, flooring and sound

insulation. Original quote was over \$600k, coming down now since the scope has been reduced.

Miller \$511,000. They are not committing for a timely completion. Could be July.

Raymond \$439,752 - They are the ones who actually installed the walls at Sears for us. Their demo cost is usually about 40% of the install cost. They also will not commit to finish within 3-4 weeks. Just saying before July 1.

13Zero3 - affiliated with Corovan moving company. \$296,709.40 and say they can complete before end of February. This will help us get everything out of Sears before March so we avoid any further charges. No guaranty of completion, no provision in the agreement.

Maggie Nance made a motion to Accept the 13Zero3 Demolition Proposal.

Amir Ebtehadj seconded the motion.

Owen Fisher - asked how there is such a large range of bids

Minh Ha - is there a credit to us from the landlord for the improvements we made that they choose to keep? No, the lease provides for them to elect what they want to keep

Students voiced support

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

Roll Call

Maggie Nance	Aye
Minh Ha Ngo	Aye
Nicholas Albonico	Aye
Negeen Ben-Cohen	Aye
Lisa Cahill	Aye
Amir Ebtehadj	Aye
Fati Adeli	Aye
Jane Davis	Absent
Jessica Recinos	Absent
Andrew Paris	Absent
Martha Monahan	Aye

III. Approval of Athletics Memorandum of Understanding (MOU)

A. Approval of Athletics MOU

Josh Wilson -

- Agreement for game facility for baseball team for the next 4-5 years until we have the Pali baseball field back. Agreement is between Pali, the baseball team parents organization 501c3 and the Cheviot Hills Pony Baseball Association.
- They were looking to upgrade their facility. The parent org that represents the team came to an agreement with the Association to upgrade the facility for \$150,000,

- with the cost to be split between the association and the school. We will pay \$75,000 which will be split \$37,500 to the parent org and 37,500 from the school.
- We have to handle maintenance during the season just as we would have at our home field.
- Practices will be at Pali rec center park for this year. This agreement is only for games
- Lisa - what portion of the cost will the city pick up? None. They allow the association to make these changes to the facility and it's a public park area so we pay rent to the City.
- The association would not be able to do this upgrade without our financing. This will not just be some updates, it's a full overhaul of the facility.
- Regular maintenance will be their responsibility, we will just do it during our season to ensure it's at the level we expect for our team.
- The challenge will be that we have to maintain two fields during the season since separate practice and game facilities.
- Lisa - what is the difference in maintenance costs between our own field at Pali and what we will have to do now. Josh says we don't fully know. It will be higher this year because we had to do some work on Pali rec center field to get it ready too. That was under \$30k.
- Lisa - why are we paying to rent and upgrade and maintain. Did this go to the cheviot hills park advisory board? Josh says yes, they directed us to the pony association. A lot of this was handled by the baseball parent association. The pony association has the rights over this facility and if we wanted consistently guaranteed rights to control this facility, we had to make this agreement. Otherwise we would be fighting with groups that already have rental agreements and rights to the facilities around the city.

Martha Monahan made a motion to Approve the MOU For the Cheviot Hills Baseball Field.

Minh Ha Ngo seconded the motion.

Students voice support

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

Roll Call

Maggie Nance	Abstain
Andrew Paris	Absent
Minh Ha Ngo	Aye
Lisa Cahill	Aye
Jessica Recinos	Absent
Negeen Ben-Cohen	Aye
Martha Monahan	Aye
Nicholas Albonico	Aye
Jane Davis	Absent
Amir Ebtehadj	Aye

Roll Call

Fati Adeli Aye

IV. Consent Agenda

A. Finance Items: School Organized Conferences/Trips

Maggie Nance made a motion to Approve the Consent Agenda and the Two Conferences.

Minh Ha Ngo seconded the motion.

students voice support

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

Roll Call

Jane Davis Absent

Maggie Nance Aye

Minh Ha Ngo Aye

Negeen Ben-Cohen Aye

Andrew Paris Absent

Jessica Recinos Absent

Martha Monahan Aye

Nicholas Albonico Aye

Lisa Cahill Aye

Fati Adeli Aye

Amir Ebtehadj Aye

V. 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 5:34 PM.

Respectfully Submitted,
Negeen Ben-Cohen

Coversheet

Approve Minutes

Section: I. Opening Items
Item: E. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on January 30, 2026



Palisades Charter High School

Minutes

Special Board Meeting

Date and Time

Friday January 30, 2026 at 5:00 PM

Location

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

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Trustees Absent

Jane Davis, Jessica Recinos, Martha Monahan, Nicholas Albonico

Ex Officio Members Present

Dr. Pam Magee

Non Voting Members Present

Dr. Pam Magee

Guests Present

Alessandra Santini

I. Opening Items

A. Call the Meeting to Order

Maggie Nance called a meeting of the board of trustees of Palisades Charter High School to order on Friday Jan 30, 2026 at 5:03 PM.

B. Record Attendance and Guests

C. Public Comment

Vienna Nowell - recognizes diligent remediation efforts and expresses gratitude. Concerns about health and safety and the further testing recommended by the LA Fire Health Study. It would give everyone more peace of mind.

Marc Goldberg - concerned that they didn't do further testing prior to taking occupancy. Several carcinogens and other toxins that were not tested for so cannot confirm safety. Issues of both testing methods and scope. We need an evidence based resolution to this issue as advised by several experts.

Vida Azari - I am requesting a clear response from LAUSD and Palisades High School regarding the independent review from the L.A. Health Fire Study consortium received on January 24. The report includes recommendations for additional testing and follow up steps, yet there has been no communication about whether or when these will be implemented. I urge the Board to place this item on an upcoming agenda and provide a transparent timeline for action. Thank you.

Anonymous - I appreciate that the LA Health Fire Study consortium was contacted to do an independent review, shared with the school community by Dr. Magee on Jan. 24th. The report gave the school community some level of reassurance as students and staff returned to campus. However, the experts outlined additional tests and action items for LAUSD and Pali High to take. We expect that these recommendations will be followed immediately, and all stakeholders would like an update as to when these steps will be taken. Thank you.

Anonymous - What steps are being taken to implement the 6 recommendations outlined in the January 23 LA Fire Health letter? This letter has been quoted by Pali High's leadership on many occasions, but the advice to undertake several steps for the safety of our students has so far been unaddressed. Students and parents are legitimately concerned about corners that were cut to reduce costs. It is not clear that the experts who signed the letter understand this. We now know that upholstered seats were not removed. The classrooms were not repainted. Broken and missing ceiling tiles were not replaced. Students, parents and staff have reported smelling smoke in the classrooms. And a 72-hour flush period was used for indoor air tests without letting the air return to the ambient air that our students would be exposed to on a regular basis, thus undermining the credibility of all indoor air testing. Our students deserve better. The Board said it had the funds to run further tests and take further action when it voted to terminate the Sears lease. The Board should now implement the LA Fire Health recommendations without further delay.

Anonymous - Dear Members of the Palisades Charter High School Board, We are deeply dissatisfied with the level of testing and remediation performed by LAUSD at Pali. The current situation has raised serious concerns about student and staff safety, and it is unacceptable that this work was approved without more rigorous verification. Pali's unique location to the proximity of many large supermarkets, stores, and condo buildings warrants further testing of carcinogenic VOC's.

We strongly urge the Board to require the recommended TO-15 testing immediately. Embarrassing and highly visible photos of the remediation are going to be circulated, further underscoring how inadequate this work appears to be. Parents are rightfully alarmed by how such remediation was given a greenlight in the first place. Parents are at their boiling point. Let's avoid escalation and try to rectify this promptly.

Palisades homeowners undergoing remediation would never accept this level of work in their own homes, and neither should Pali accept it for a school filled with children and educators. Teachers are scared—and they are right to be.

The community is asking for transparency, accountability, and decisive action now. Please do not delay this testing and ensure the school environment is truly safe.

Concerned Pali High parents

Anonymous - Parts of the gym have been closed off - parents and staff have a right to know what the issue is and what remediation is taking place. This school has a lack of transparency - parents have a right to make informed choices. It is important to give us

notice of what is happening on campus - please send a notification ASAP to inform the school community as to what is going on (or has been completed) in the gym. Thank you for your prompt attention to this matter.

Anonymous - Please can we get a date and a timeline for the TO-15 testing that was recommended by the LA Fire Health Consortium in their letter? Can we also, please, discuss the removal of the ceiling tiles?

Anonymous - TO-15 Testing must be conducted so we know what we are dealing with. When will this be done? Also There are upholstered items throughout campus that have not been replaced. Standing homes and standing businesses have been guided by insurance and remediation companies to replace all upholstered, porous materials. When will this be done? Painting must be completed with full proper encapsulation. When will this be done? Where did all of the insurance money go if not to these important steps? We must know what we are dealing with and not kept in the dark as parents, teachers, staff, and most importantly students.

Anonymous - What is the proper process to be used if teachers, staff or students have any medical complaints such as a cough, nasal congestion, itching or rashes? Which medical professional on campus is monitoring symptoms as they are noted and analyzing trends?

Jessica W - Please assure us that Pali will be following the protocol suggestions laid out in the LA Health Fire Study review. Also...it would be ideal to have air purifiers in every room. Thank you

Anonymous - Agenda Specific Item (Please read when the agenda item is reached)
Environmental testing - Has the lawn (where all the kids do PE) been replaced completely since the fires? If not, has the soil been tested in several areas of the field for all standard substances tested for after an urban fire? If tested, where can we see these results?

Catherine Elsworth - Hello, thank you to LAUSD and the school for all your work testing and remediating the campus after last year's fires. I am concerned, however, about the limited scope of the testing and what was not evaluated.

I urge the school to carry out the follow up testing called for by the LA Fire Health Panel including testing of indoor air in the coming weeks that includes the FULL SUITE of VOCs (EPA Method TO-15 and TO-17).

It is vital that we rule out the presence of benzene and other toxins that could be present in the building and potentially off-gassing from ceiling tiles (some of which are damaged) or other non sealed materials. I believe the panel has suggested how these tests be done.

Additionally, I and other parents would like to see a monitoring system put in place to track any symptoms pupils or staff may be experiencing after the return to the palisades. That way we can identify any patterns that may indicate the need for further remediation. Thank you

Anonymous - I am still very concerned about environmental issues with the campus. Will it be cleaned with regularity? Can we get HEPA filters in each classroom? Will there be additional testing at regular intervals? Thank you.

Anonymous - Many of us, a group growing stronger with each passing day, implore you to act quickly to protect the health of our children and teachers. We need you to test for VOCs. You cannot say a school is safe if you haven't tested for carcinogens. Further, we are mouths agape at the condition of the school. We have many photos of missing ceiling tiles and just overall deplorable condition. It's shockingly filthy. All those months and no protective paint applied. Porous wood desks remain. The list is long. We aren't going away. We will fight for what's right. I suggest all of you join the fight to keep our kids and teachers safe.

Concerned Parent - What is the plan to track symptoms students may have? When will the track be completed? What were the specific remediation completed in the gymnasium including the benches? Why weren't the ceiling tiles changed? Pictures of the school site looked pretty concerning and Pali needs to ensure they are testing regular for decontamination with all the dust, dirt and debris and so forth observed on the pictures

Anonymous -

1. Please let the school community know when LAUSD will be administering the TO-15 test panel for VOCs per L.A. Healthy Fire Study recommendation #3.
2. The symphony orchestra's rehearsal space is now being used by dance, which is the same period. The orchestra is stuffed into a small room where it is difficult for the musicians to play their instruments properly due to the lack of space. Would you please find a larger space for the orchestra to rehearse during 5th period?

Thank you!

Michael Friedman - We're all glad to be back. Most people on campus feel and look environmentally safe. As far as other safety concerns, logistical difficulties, and communication, it's time to batten down the hatches. We're home now so the following have been shared with me or directly observed by me.

*For the 3rd time to this board, we need copiers available to staff. Teachers should always be able to make copies.

*No one on crutches should be trying to make it back to the J area. We have golf carts, there's not that many students. If they fall, PALI will be to blame. Someone just has to be in charge of coordinating this. I don't mind.

*The school needs multiple trail cams stairs up to El Medio and other remote spots. They are not that expensive and can be solar or re-chargeable battery.

*The whole J area should be renumbered over the summer.

*The Dean's office either should have a secondary location or closer to the middle of campus and not practically on Sunset Blvd

*PALI period presentation of the campus & how it's supposed to operate including temporary evacuation spots, restroom locations, coming and going protocols along with a short quiz all students can take on Schoology.

Thank you

II. Behavior Health Policy

A. Behavior Health Policy

Proposed Behavior Health Referral Policy - Dr. Ian Sayer

- Follows CA Dept of Education guidelines from Senate Bill 153
- This will be incorporated into existing referral process for students with behavioral health needs
- Categories of high risk pupils have been identified based on Dept of Ed guidelines
- Referral protocols and procedures re referrals to behavioral health professionals and support services
- Needs Assessment and Capacity Building - annual assessment to identify trends, review resources, identify gaps in service. Quarterly reports. To be submitted to LEA so they can make improvements in procedures and services
- Training and professional development for teachers to identify students in need and how to move forward
- COST Referral Form - COST Team comprised of counseling, attendance, mental health, Nurse,
- COST Step by Step Guide beginning with teacher check in, parent outreach, COST Form, COST Team review, Referral. Have a google form.
- Have presented this to stakeholders for feedback
- Maggie asked about references in the materials to LEA and district staff - these mean Pali admin and staff since we don't have district governance and we have our own LEA. We should update our materials to have the correct references not just the boilerplate language.
- Lisa - can we break out the line referencing pupils with disabilities, mental illness and substance abuse disorders into separate categories instead of combined in one line.
- Annual summary report to the Board to support transparency and improvement
- Minh Ha - important for this information to be shared with faculty and staff as well as the board. And for there to be follow up with the referring teacher or staff member to make sure the situation is being handled and some action being taken. Dr. Sayer says confidentiality and privacy limitations apply.
- Draft needs to be modified because it refers to "regularly scheduled meeting" of the board. We will approve it now and address it again at the February meeting.

- Lisa - How do we deal with time lags in implementation and with funding? Dr. Sayer says our 504 policy is very streamlined and this will be handled similarly. Can expedite when there's urgency. Quarterly review data will provide guidance about timing of handling issues, staffing needs, etc.

Maggie Nance made a motion to Approve the Draft Behavior Health Referral Policy as Presented with Three Changes Below.

Lisa Cahill seconded the motion.

1. Modify references in the document to "district" and "LEA" to be Pali specific
2. Break out groupings of high risk pupils into separate bullet points for each
3. Remove the word "regularly" in second paragraph

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

Roll Call

Lisa Cahill	Aye
Andrew Paris	Aye
Amir Ebtehadj	Aye
Negeen Ben-Cohen	Aye
Maggie Nance	Aye
Martha Monahan	Absent
Jessica Recinos	Absent
Minh Ha Ngo	Aye
Fati Adeli	Aye
Jane Davis	Absent
Nicholas Albonico	Absent

III. Consent Agenda

A. Finance Items: School Organized Conferences/Trips

Maggie Nance made a motion to Approve Conference Request by Karen Ellis.

Minh Ha Ngo seconded the motion.

No cost to school

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

Roll Call

Minh Ha Ngo	Aye
Jane Davis	Absent
Nicholas Albonico	Absent
Andrew Paris	Aye
Fati Adeli	Aye
Lisa Cahill	Abstain
Maggie Nance	Aye
Martha Monahan	Absent
Jessica Recinos	Absent
Amir Ebtehadj	Aye
Negeen Ben-Cohen	Aye

IV. New Business / Announcements

A. Announcements / New Business

Next regularly scheduled meeting will be February 24

V. Closing Items

A. Adjourn Meeting

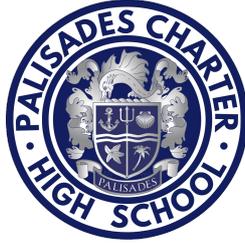
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:55 PM.

Respectfully Submitted,
Negeen Ben-Cohen

Coversheet

Approve Minutes

Section: I. Opening Items
Item: F. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on January 13, 2026



Palisades Charter High School

Minutes

Board Meeting

Date and Time

Tuesday January 13, 2026 at 5:00 PM

Location

Pali South
302 Colorado Avenue
Santa Monica, CA 90401

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.

Trustees Present

Andrew Paris, Fati Adeli, Jane Davis, Jessica Recinos, Lisa Cahill, Maggie Nance, Martha Monahan, Minh Ha Ngo, Negeen Ben-Cohen, Nicholas Albonico

Trustees Absent

Amir Ebtehadj

Ex Officio Members Present

Dr. Pam Magee

Non Voting Members Present

Dr. Pam Magee

Guests Present

Alessandra Santini, Sara Margiotta (remote)

I. Opening Items

A. Call the Meeting to Order

Maggie Nance called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Jan 13, 2026 at 5:03 PM.

B. Record Attendance and Guests

C. Public Comment

- Nina Goldberg - LA Dept of Parks & Rec and private home testing have identified dangerous substances that were not tested for at Pali. We need further testing and the board should engage an independent consultant to use a broader VOC panel and more comprehensive testing at Pali. She has a home that is still toxic in the palisades.
- Anonymous - How can the board vote on termination of the lease when the school does not know yet if the campus is safe for our students to return? Safety is the number one priority. As a Pali parent and lawyer, I urge the board to postpone any vote until the LAUSD testing shows the campus is safe and ready for the students and teachers to return. Otherwise it will seem the board is putting profits ahead of safety.
- Anonymous - I have serious concerns about our return to campus. I do not believe the administration has been transparent with their testing and remediation efforts. If everything is safe, there is no reason to withhold information or prevent further testing. In particular:

- Testing was insufficient. More testing was done at Palisades Park than at Pali. Why will you not allow independent and unbiased individuals access to the school? USC and UCLA researchers want to test for free!

- Pali High is the center piece of the community: this provides a significant incentive to reopen quickly (especially when the school board is made up of Palisades residents/business stake holders who have a hold on the principal). Yes, we want to reopen - but this push to reopen to restart the community, businesses, and economic development cannot be done at the expense of our kids - they are not guinea pigs. It does not make any sense for Dr. McGee to have promised a quick return - both to the parents and on social media - without sharing test results with parents. Even if everything were completely fine - it makes it seem like the administration is hiding something.

- The pulverization/crushing station set up on Temescal for months continued to re-contaminate the school after the fires. The remediation done was not sufficient - at the very least, porous ceiling tiles should have been replaced and a new HVAC system should have been installed.

I urge you to reconsider the rushed return to Pali Main and to avoid the slew of lawsuits that will arise from concerned parents. Please renew the Sears lease until the end of the school year and not gamble with our childrens' health. Thank you.

- Anonymous - Does Pali have insurance coverage that will pay in full or in part for the Sears lease if the board were to vote to extend the lease until the LAUSD testing results are released? And if there are funds to cover the Sears lease, why the rush to return to campus before it is determined to be safe?
- JSS - Pali Board. Your deafening silence in the wake of the fires and the contamination of the school has been duly noted by many. Sadly, the remainder of parents live in a state of selective ignorance. You could not have handled this more properly if you tried. Your minions tried to exile us, bully us into silence but none of it worked. You've offered zero transparency, lied about your knowledge of remediation on the campus, and now plan the return on the 27th without clearance. For shame on all of you. Our kids aren't guinea pigs or political pawns.

D. Approve Minutes

Minh Ha Ngo made a motion to approve the minutes from Special Board Meeting on 12-19-25.

Andrew Paris seconded the motion.

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

Roll Call

Nicholas Albonico	Aye
Negeen Ben-Cohen	Aye
Lisa Cahill	Abstain
Martha Monahan	Aye
Amir Ebtehadj	Absent

Roll Call

Maggie Nance	Aye
Jessica Recinos	Abstain
Fati Adeli	Aye
Jane Davis	Abstain
Minh Ha Ngo	Aye
Andrew Paris	Aye

E. Approve Minutes

Maggie Nance made a motion to approve the minutes from Board Meeting on 12-09-25.
 Nicholas Albonico seconded the motion.
 The board **VOTED** to approve the motion.

Roll Call

Fati Adeli	Aye
Amir Ebtehadj	Absent
Martha Monahan	Aye
Lisa Cahill	Aye
Maggie Nance	Aye
Jessica Recinos	Aye
Nicholas Albonico	Aye
Andrew Paris	Aye
Jane Davis	Aye
Minh Ha Ngo	Aye
Negeen Ben-Cohen	Aye

F. Approve Minutes

Maggie Nance made a motion to approve the minutes from Special Board Meeting on 12-09-25.
 Minh Ha Ngo seconded the motion.
 The board **VOTED** to approve the motion.

Roll Call

Minh Ha Ngo	Aye
Jane Davis	Abstain
Amir Ebtehadj	Absent
Martha Monahan	Aye
Nicholas Albonico	Aye
Lisa Cahill	Aye
Jessica Recinos	Abstain
Andrew Paris	Aye
Maggie Nance	Aye
Fati Adeli	Aye
Negeen Ben-Cohen	Aye

G. Approve Minutes

Maggie Nance made a motion to approve the minutes from Special Board Meeting on 12-06-25.

Negeen Ben-Cohen seconded the motion.

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

Roll Call

Maggie Nance	Aye
Martha Monahan	Aye
Lisa Cahill	Aye
Nicholas Albonico	Abstain
Minh Ha Ngo	Aye
Fati Adeli	Abstain
Andrew Paris	Aye
Negeen Ben-Cohen	Aye
Amir Ebtehadj	Absent
Jessica Recinos	Abstain
Jane Davis	Abstain

II. Organizational Reports

A. Chief Business Officer (CBO) Report

Marie Arce - monthly financial report for November 2025

- FY25 audit still in process
- FY26 LAUSD oversight audit is underway
- Projecting a year end surplus.
- Fund balance projected at \$16.6 million
- We are in a healthy position with respect to reserve requirements.
- Minh Ha asked about employee retention credits. Employee retention credits don't appear in this report, will be included in the December report because they were just paid. They are not included in current report cash balance.
- Maggie - What is the insurance relocation and replacements bucket in the appendix (items 5816 & 5817)? This is how the insurance company breaks out the coverage. Can you explain how much of the relocation expense is not going to be covered? Projecting around \$2.5 mm over the insurance coverage. We are still tracking the expenses.
- Compliance calendar - items coming up for the next 60 days, highlighting items that need board approval.
- We have a special board meeting expected on January 30 but the 2nd interim report won't be ready by then. We can approve it in our February meeting. We will need to approve annual audit report at the January 30 meeting.

B. Student Report

Working on homecoming plans. Planning a spirit week as well. They are going to announce the parking pass policy for when we go back to Pali, working on capacity issues with the admin.

C. Parent Report

Parent concerns about environmental testing.
Complaints about course registration glitches.

D. Community Report

Fati - Alumni families and community members interested in volunteering to help with the transition back to campus.

E. Represented Classified Staff Report

Andy - nothing to report

F. Unrepresented Classified Staff Report

Martha - we had a positive first day back and a special taco lunch for staff.
Working on an agreement with World Central Kitchen for a special meal for staff the first day back at Pal.
Martha and Rene working on volunteer sign ups to help teachers and staff on Monday the 27th.

G. Faculty Report

Nick - Frustration with the counseling office and class size issues. Teachers had to move classes abruptly because of capacity issues.
Minh Ha - challenges this week because of room sizes at Sears compared to main campus. The classes this semester were filled based on the main campus classroom capacity so some issues fitting into classrooms as Sears. Teachers anxious about the move and setting up their classrooms.

H. Director of Operations Report

- Report stands as submitted.
- Aquatic center work continues. Some delays but expected reopening February 13 after health dept inspection.
- Stadium repairs - Rafael met today with contractor. Turf replacement expected to be done January 30. Then will do the track. Track to be completed by February 27.
- Turf will include lacrosse striping for the first time.
- Seritage lease - We must officially let them know whether we are terminating as of January 30 2026 or would like to extend.

- We have demolition quotes. Seritage reps now have given new info about what they want us to keep and what to leave. They want to keep most of the infrastructure, want us to remove walls and some flooring. We need to get updated quotes based on the reduced scope of the demo.
- LAUSD has indicated they will turn over campus January 19. The gym has been cleared and will be ready to use upon return. The kitchen may be unavailable due to a gas line issue but they said today they are trying to repair it by January 21st. Water fountains have been cleared and approved and are ready for use. All documentation has been filed.
- January 21-24 transition to campus will officially begin. Admin wants people to begin the process of moving equipment, furniture and items that are not essential for the next few weeks at Sears. Most of the library and college center can start moving. He wants department heads to go to main campus with approved supervision and identify what they need in advance. Need to follow safety protocols.
- Maggie - as both an employee and a Pali parent - Once we take control back of the campus is there a reason we cannot do our own testing? Up until this point we have had no control over any of the testing and no ability to mandate it. Rafael says once we have the campus back we can bring in an independent consultant to test and assess what we want as long as we follow the procedures.
- Maggie says she is aware of the issues at Sears and the potential issues at Pali but doesn't think LAUSD has done anything nefarious and she is in favor of going back without further delay for other testing. Dr. Magee says LAUSD is providing more information in response to questions from community about testing and ceiling tiles and other items. The intent is for transparency but they didn't want to do anything piecemeal. There will be a presentation on January 21st.
- Jane - questions about timing of return and test results. What happens if we terminate the lease and then we get problematic test results. Rafael says the test results already came back favorably, they just haven't generated the full report. All areas have been cleared in testing. It's the scientific validation process and publication. What if the scientists come back with something negative? Rafael says plan B is that we would go back with access to all areas that have passed and will just restrict the problematic areas.
- Maggie - the return is not just about financial issues. We could afford to stay at sears if we needed to. But the facilities here are just not sufficient. We need more, this is not an optimal environment regardless of the money.
- Lisa - we should address the issue of how comprehensive the testing was. Staying here is not the best option.
- Negeen - in favor of doing the more extensive testing but also concerned about going back before we have the chance to do that and then not having alternative options available.
- Maggie - we have to make a decision tonight about the lease despite these concerns.

- Dr. Magee says LAUSD has been very careful and cautious in this process. They have used independent consultants and companies to make sure everything is handled appropriately. They are aware how challenging this situation has been for Pali but wanted to make sure everything is as safe as can be.
- Negeen - we are not suggesting LAUSD was negligent or had nefarious intent, but they selected a standard of testing and we as fiduciaries need to assess whether we are comfortable with it or need more.
- Jane - LAUSD is taking a huge risk and potential liability so they don't benefit by cutting corners here. She feels comfortable with going back.
- Minh Ha - She is comfortable with what LAUSD has shared and done and feels confident going back.
- Alessandra - As someone who is here every day, she doesn't think it's beneficial to stay at Sears even 30 days for us to do additional testing. Going back should be the priority. LAUSD would not take the risk to send us back without it being safe.
- Jane - like COVID era decisions about whether the risk is greater from being on campus or from what is lost by not going back.
- Rafael - the campus is not toxic. The water is drinkable, the environment is safe. The contaminant levels are minute. Nobody is going to be exposed to anything volatile.
- Maggie - people are afraid of what was not tested for and what the impacts may be from those items.
- Vote on termination of lease tonight will set things in motion with the timeline that has been presented.

I. Director of Information Technology Report

Report stands as submitted.

One additional item - indoor air quality sensors being installed. Will be accessible with live updates.

J. Director of Development Report

Report stands as submitted.

K. Executive Director/Principal (EDP) Report

- January 21 LAUSD community meeting.
- Working with ASB to have online orientation for current freshmen who have not been on campus yet.
- January 26 will be a teacher prep non pupil day. Will offer some in person tours that day for students as well.
- LAUSD will have a virtual meeting about the new construction February 10.

- Lottery for new students ran this week, we had some waitlists. Online registration is underway.

L. Human Resources Director (HR) Report

report stands as submitted.

III. Additional HR Items

A. Work Year Calendar Change

- The admin has worked with the two employee unions and entered into MOUs with both to change January 26 from an instructional day to a pupil free day to give staff an opportunity to move and get their spaces set up so that everything is up and running January 27.
- The Bargaining Committee met and voted to approve the UTLA MOU and agreed to 2nd MOU with PESPU on the same terms.
- Now proposing to convert March 27 to an instructional day to ensure we have enough instructional hours for the school year. That was an unassigned day adjacent to spring break. The maximum cost is \$126,056.25 if all employees work that day.

Martha Monahan made a motion to approve the calendar adjustment and the UTLA and PESPU MOUs designating January 26, 2026 as a pupil-free workday for staff preparation, and converting March 27, 2026, previously an unassigned day, into an instructional day, effective immediately.

Andrew Paris seconded the motion.

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

Roll Call

Minh Ha Ngo	Abstain
Nicholas Albonico	Abstain
Jessica Recinos	Aye
Fati Adeli	Aye
Martha Monahan	Abstain
Negeen Ben-Cohen	Aye
Jane Davis	Aye
Lisa Cahill	Aye
Andrew Paris	Abstain
Amir Ebtehadj	Absent
Maggie Nance	Abstain

B. Consent Agenda: Personnel Items

Maggie Nance made a motion to Approve the HR Consent Agenda.

Jane Davis seconded the motion.

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

Roll Call

Lisa Cahill	Aye
Fati Adeli	Aye
Minh Ha Ngo	Aye
Negeen Ben-Cohen	Aye
Martha Monahan	Aye
Maggie Nance	Aye
Jane Davis	Aye
Jessica Recinos	Aye
Amir Ebtehadj	Absent
Nicholas Albonico	Aye
Andrew Paris	Aye

IV. Board Committees (Stakeholder Board Level Committees)

A. Academic Accountability Committee Update

- Michael and Randy - Next meeting is Thursday at 3.
- Continuing departmental analysis. Added some questions and have been discussing with stakeholders. How to align departments, PLCs, grading, communication, teaching.
- Would like to invite board and admin to join the meetings and discussions.
- They want to delay their report to the board to make it more meaningful.
- Discussion about remote participation in committee meetings and governance rules that apply.

B. Budget & Finance Committee Update

- Sara Margiotta - Report stands as submitted.
- They had another meeting yesterday to review financial updates.
- One committee member asked to share the frustration that they need to see RFPs for everything.
- Minh Ha - Project Serve grant - Rene has been working on it, it's a fire relief grant that could be used to reimburse costs that don't overlap with FEMA grant. Cannot be used to cover salaries but can be used to cover the additional instructional day because the grant was specifically written to include that.
- Minh Ha - Employee Retention Credit of \$1.7 mm in December 15 minutes - committee asked admin how they would cover the cost of the additional instructional day in March. We received this credit for one quarter so if the Project Serve grant doesn't come through this credit can cover some of the cost of that day. Minh Ha says the Credit doesn't have restrictions but it doesn't look right to use employee retention credit to cover operational costs like toilets. Sara says this is covid era money for the school not laying off employees at that time. So it's money that can be used as needed. The discussion in the minutes was just

reviewing line items in the budget. The credit is not money intended to be given to employees. It's to support the school for paying employees in those years.

- Minh Ha - Teachers don't have a non-instructional hourly rate - Sara says Martha advised that there's a different rate when pupils are not present. Minh Ha says there's not a different rate, Martha says there is. It's a Professional Development rate. Dr. Magee says this came up because of the January 26 pupil free day.

C. Election Committee Update

nothing to report

D. Charter Committee Update

nothing to report

V. Board Committees (Board Members Only)

A. Board Members Only - Committee Updates

Nothing to report from audit committee or survey committee.

Will discuss whether we need to reconvene the grade appeal committee.

VI. Back to Pali Reopening

A. Lease Agreement Update

Discussion included in Director of Operations report

B. Termination of the Seritage Lease

Nicholas Albonico made a motion to Approve termination of the Seritage Lease for 302 Colorado Avenue, Santa Monica.

Lisa Cahill seconded the motion.

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

Roll Call

Negeen Ben-Cohen	Aye
Maggie Nance	Aye
Martha Monahan	Aye
Jessica Recinos	Aye
Nicholas Albonico	Aye
Andrew Paris	Aye
Minh Ha Ngo	Aye
Fati Adeli	Aye
Amir Ebtehadj	Absent
Lisa Cahill	Aye
Jane Davis	Aye

C. Demo/Moving Update

Included in operations report.

D. Track, Field, and Pool Update

Included in operations report.

E. Save the Date: LAUSD Meeting - January 21

F. Updated Spring 2026 Academic Calendar

Need to make adjustment to remove Pali period during testing week.
Vote on the calendar was taken above in IIIA.

VII. PCHS Communications and Public Relations Presentation

A. PCHS Communications and Public Relations Presentation

Scott Davis of 4Media

- Goals and opportunities in PR for the school
- Local and national media coverage
- Improvements in Internal Communications - Pared down weekly newsletter plus bi-monthly update from Dr. Magee.
- Planning to create a unified communication handbook with guidelines and media strategy. Social media audit.
- We have formed a communication committee this year with Sue and Rene.
Working toward more transparency, clarity, responsiveness, timeliness.

VIII. Consent Agenda

A. Finance Items: School Organized Conferences/Trips

Maggie Nance made a motion to Approve Consent Agenda Regarding School Organized Conferences/Trips.

Jane Davis seconded the motion.

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

Roll Call

Amir Ebtehadj	Absent
Jane Davis	Aye
Maggie Nance	Aye
Jessica Recinos	Abstain
Andrew Paris	Aye
Nicholas Albonico	Aye
Negeen Ben-Cohen	Aye
Fati Adeli	Aye

Roll Call

Minh Ha Ngo	Aye
Martha Monahan	Aye
Lisa Cahill	Aye

IX. New Business / Announcements

A. Announcements / New Business

Next regular board meeting February 24 at Pali campus.
Special meeting planned for January 30 to discuss financial report and governance policy.

X. 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 7:08 PM.

Respectfully Submitted,
Negeen Ben-Cohen

Coversheet

Human Resources Director (HR) Report

Section: II. Organizational Reports
Item: G. Human Resources Director (HR) Report
Purpose: FYI
Submitted by:
Related Material: HR Board Report 02_24_2026.pdf



PALISADES CHARTER HIGH SCHOOL

Empowering Educational Excellence.

Board of Trustees Meeting Human Resources Report February 24, 2026

SUNSHINE PROPOSAL FROM UNITED TEACHERS LOS ANGELES (UTLA) FOR COLLECTIVE BARGAINING

SUNSHINE PROPOSAL TO UNITED TEACHERS LOS ANGELES (UTLA) FOR COLLECTIVE BARGAINING

Under the Educational Employment Relations Act (EERA), public schools must publicly disclose (“sunshine”) their initial proposals for collective bargaining prior to commencing negotiations. This agenda item presents the articles that Palisades Charter High School intends to open for bargaining with United Teachers Los Angeles (UTLA).

RESOLUTION TO NON-REELECT AND RELEASE FROM EMPLOYMENT CERTIFICATED PROBATIONARY EMPLOYEES

Pursuant to Education Code Section 44929.21(b), the Board is required to notify probationary employees on or before March 15 of the employee’s second complete consecutive school year of employment of its decision to not reelect the employee for the next succeeding school year.

RESOLUTION TO RELEASE FROM EMPLOYMENT CERTIFICATED TEMPORARY EMPLOYEES

Pursuant to Education Code Section 44954(b), the Board may notify temporary employees on or before the end of the school year of its decision to release the employee at the end of the school year.

RESOLUTION TO RELEASE FROM EMPLOYMENT CLASSIFIED EMPLOYEES

Pursuant to Education Code Section 45117(g), before a classified employee is given notice by the governing board of a school district that the employee’s services will not

be required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent's designee, or, in the case of a school district that has no superintendent, by the clerk or secretary of the governing board of the school district, that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights. Notwithstanding the other requirements of this code respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

Respectfully Submitted,

Martha Monahan, Ed.D.
Director of Human Resources

Coversheet

Director of Operations Report

Section: II. Organizational Reports
Item: H. Director of Operations Report
Purpose: FYI
Submitted by:
Related Material: Operations Board Report 02_24_2026.pdf



PALISADES CHARTER HIGH SCHOOL

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Board of Trustees Meeting Operations Report February 2026

Rafael Negroe

Director of Operations & Facilities

Executive Summary

Over the past reporting period, Operations & Facilities have remained focused on the transition back to the Pali campus. Our team has managed hundreds of work requests while continuing to support the setup of classrooms, offices, and essential operational spaces to ensure a smooth reopening.

LAUSD Coordination & Punch List Progress

We continue to work closely with LAUSD on an extensive punch list of facility issues. Key items include:

- **Electrical Systems**
 - Multiple electrical failures identified throughout campus.
 - Ongoing troubleshooting and repairs to restore full functionality.
 - Parking lot and exterior security lighting outages being addressed with LAUSD's electricians.
- **Plumbing & Gas Infrastructure**
 - A major gas line leak identified in late December 2025 was isolated and is currently undergoing staged repair and testing.
 - Various water line repairs across the facility, including restrooms, classrooms, and outdoor service lines.

Campus Transition & Property Management

In parallel with onsite repair work, significant effort is being dedicated to managing Pali's assets across multiple locations:

- **Sears Building / Pali Temporary Facility**



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- Oversight of the ongoing demolition project at the Sears Building, ensuring safety protocols and proper handling of any Pali-owned materials.
- Complete removal of all Pali property from the Sears building parking lot.
- **University High School (Uni High) Transition**
 - Full exit process underway, including inventory verification.
 - Retrieval and transport of all remaining Pali property back to the main campus.

Overall Focus

Our team remains committed to:

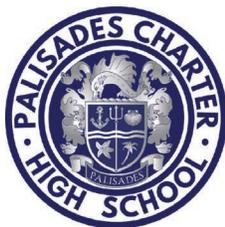
- Restoring full operational capacity at the Pali campus.
- Prioritizing safety through coordination with LAUSD inspectors, contractors, and district facilities teams.
- Completing the relocation from temporary sites with minimal disruption.
- Supporting staff and academic departments as they reestablish their spaces.

Kalei Park

Permit Manager

Permits & Setups:

- **February 2026, Facility Revenue= \$3,839**
 - Revenue generated from limited weekend-only permit teams during phased reopening.
- **Banner Revenue (Since May 2025, @ Pali Main) = \$22,382.50**
 - Banner demand remains steady and continues to be a reliable source of revenue. Placements along Temescal and Sunset remain sought after and active.
- **Permitting and Facility Update**
 - Demand from outside groups remains high.
 - Weekday use is intentionally limited to give PCHS athletics and campus programs time to fully settle back into their spaces.
 - Many sports are currently overlapping seasons, increasing internal facility demand.
 - Expanded gym permitting for outside teams is expected to begin in March.
 - Once the stadium track and field project is complete, reopening will follow the same phased approach: weekends first, then weekdays.
- **Filming**
 - Filming interest remains steady despite ongoing construction, limited space availability, and scheduling constraints.
 - Two groups have expressed flexibility with their production timelines and are willing to adjust filming dates if filming here is possible: good sign.
- **Permit System Improvements**
 - **Digital Invoicing**



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- All scheduling and invoicing is now fully digital through our permitting software (FMX), improving efficiency, transparency, and timely payment tracking.
- **UPDATE: Stadium Track & Field Status**
 - Project remains in progress: Field complete, track portion beginning.
 - Upon completion, updated usage standards will be implemented to protect the new facility.

Brooke King

MGAC Aquatic Director

MGAC/Pool:

- **LA Dept of Public Health Final Inspection: 2/26**
- **HS swim programs (and permit) to resume when facility approved for operation**
- **LA County Jr. Lifeguard Test is Back!: 3/22**
- **Post Fire Repairs Completed:**
 - **Replaster, concrete cantilever**
 - **Equipment replacement:**
 - Chemical Pumps
 - Diving boards
 - Timing system
 - Safety and swim aids
- **Post Fire Repairs Scheduled (not limited to):**
 - VFD replacement
 - Instructional pool controller replacement
 - Autofill system repair and replacement
- **Red Cross Certifications:**
 - LG onboarding and recertification underway
 - Employee certification course upcoming
 - Contact kking@palihigh.org

Susan Darvish

Transportation Coordinator

Transportation/Buses:

- **Number of registered riders:**
 - # 289
- **Number of stops:**
 - 13 morning stops, 13 – 3:00 PM stops, 5 – 6:00 PM stops
- **Number of Field trips:**



PALISADES CHARTER HIGH SCHOOL

Empowering Educational Excellence.

- August, 0
 - September, 0
 - October, 5 Trips
 - November, 9 Trips
 - December, 4 Trips
 - January, 1 Trip
 - February, 3 Trips scheduled so far
 - March, 3 Trips scheduled so far
 - April, 1 Trip scheduled so far
 - May, 3 Trips scheduled so far
- **Summary:** Implementation of card readers in all buses occurred. Cards will be issued to each rider.

Cesar Gomez

Campus Security Manager

Security/Safety:

- **Number of PCHS Staff: 6 (1 FMLA)**
- **Number of St Moritz staff: 7**
- **Projects completed: (1) Homecoming fully staffed 0 incidents.**
- **Incidents responded in February:** one false fire alarm.
- **Number of parking violations given:**
 - January: 0 / February: 122/ Total: 122
- **Summary:** Continue to hold daily morning Roll Call meetings at 9 am where upcoming events are discussed and planned. We review previous incidents and reflect on improvement and collectively brainstorm innovative ideas together to improve security operations.

Oscar Cabrera

Facilities & Grounds Manager

Facilities/Projects:

- **Projects completed:**
 - Painting – Lockers, Offices, and touch-up classrooms
 - Re-keying project (754 doors were updated)
 - Continue to receive and deliver 70 to 100 packages daily
 - Gates were repaired (front gate, facilities gate and fire road gates)
- **Projects to be completed**
 - M101 continues mitigation and testing during the week of 2/23/2026
 - Gym Hallways (girls' side) continues mitigation and testing during the week of 2/23/2026

Coversheet

Director of Information Technology Report

Section: II. Organizational Reports
Item: I. Director of Information Technology Report
Purpose: FYI
Submitted by:
Related Material: Technology Board Report 02_24_2026.pdf



Board of Trustees Meeting – Information Technology Report February 24th, 2026

- IT received 637 tickets since the last BoT meeting. Of those, 561 have been closed, 48 remain open, and 28 are waiting on parts or customer response. This deluge of tickets is in relation to moving back to the main campus and the team is doing a phenomenal job of addressing items even while understaffed. Although most tickets were responded to within 24 hours, 35 tickets were stale for up-to 7 days before the issue could be assessed.
 - The highest demand trends this month have been Equipment Requests, Printers/Printing, Tech Clean Up (removing equipment and/or running cabling in a safe manner), and Projectors/Classroom Display problems.
- Pali campus
 - Servers have been received and installed. Due to age of data and some of the servers we restored in the cloud, there have been significant delays in restoring campus services that will allow for reporting and copier/printer services/authentication to resume. These are anticipated to be resolved briefly.
 - While LAUSD has been a great ally in restoring our campus, we have come to learn that the network switches the District used have inferior power capabilities compared to what PCHS had installed and are unable to be upgraded. This has already caused us to throttle down our wireless access points and will require us to purchase additional switches to split the load and supplement the District supplied hardware. As our environment restoration is not complete, we do not have an estimate of the impact or cost to remediate these issues.
- Infinite Campus work continues with new student Academic Programs, Transcript, and OLR updates, programming for Home Room schedules for student testing periods, and locker assignments.
- Technology continues to support all departments with insurance claim items in the classroom and office spaces.

Coversheet

Chief Business Officer (CBO) Report

Section: II. Organizational Reports
Item: K. Chief Business Officer (CBO) Report
Purpose: FYI
Submitted by:
Related Material: FY26 PCHS Monthly Financial Presentation.pdf



Palisades Charter High School

Monthly Financial Presentation – January 2026

Highlights-Palisades Charter High School

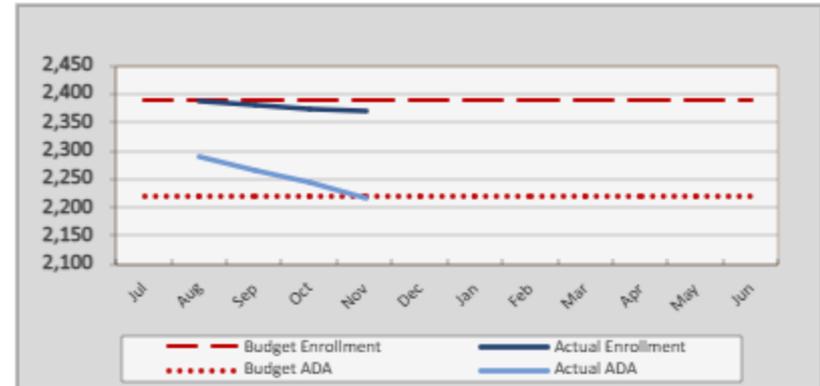
- Revenues are projecting at **\$50,743,533**
- Expenses are projecting at **\$50,459,980**
- The year-end surplus/(deficit) is projecting at **\$283,553**
- Second Interim is Due **2/17/26**
- FY25 Audit is in process & Expected to be completed by 3/15/26
- FY26 LAUSD Oversight Audit is underway



Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	2,379	2,389	2,389
ADA	2,257	2,222	2,222
Attendance Rate	94.8%	93.0%	93.0%
Unduplicated %	24.5%	24.5%	24.5%
Revenue per ADA		\$22,335	\$19,358
Expenses per ADA		\$22,088	\$19,346



- P-1 ADA is 2,257.48 | 95% attendance rate

Revenue-Palisades Charter High School

- Revenues are forecasted at **\$50,743,533**
 - Insurance Revenue Recognition \$3,693,422 & Deferring 3M

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ 18,328,003	\$ 17,254,683	\$ 1,073,321	\$ 35,971,294	\$ 35,971,294	\$ -
Federal Revenue	352,094	477,211	(125,117)	1,439,515	1,152,925	286,590
Other State Revenue	1,253,552	2,036,232	(782,681)	5,318,787	4,708,905	609,882
Other Local Revenue	9,672,858	682,500	8,990,358	8,013,937	1,175,000	6,838,937
Total Revenue	\$ 29,606,507	\$ 20,450,626	\$ 9,155,881	\$50,743,533	\$ 43,008,124	\$ 7,735,409

Expenses-Palisades Charter High School



- Expenses are Projected at **\$50,459,980**
 - 7.97M for Insurance relocation & replacements
 - Forecast is Updated with latest Position Control

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 9,000,650	\$ 9,894,171	\$ 893,520	\$ 15,377,648	\$ 16,992,085	\$ 1,614,437
Classified Salaries	2,670,433	2,458,732	(211,701)	3,764,697	4,353,516	588,819
Benefits	4,350,782	5,961,592	1,610,810	9,590,573	10,282,375	691,802
Books and Supplies	1,904,939	1,267,635	(637,304)	4,130,000	1,685,459	(2,444,541)
Subagreement Services	1,435,234	1,625,165	189,932	3,740,791	3,132,870	(607,921)
Operations	953,077	1,209,545	256,468	2,378,096	2,075,694	(302,402)
Facilities	514,768	231,175	(283,593)	1,198,855	396,300	(802,555)
Professional Services	3,680,991	1,540,955	(2,140,036)	9,348,995	2,924,431	(6,424,565)
Depreciation	542,690	665,408	122,719	930,325	1,140,700	210,375
Interest	-	-	-	-	-	-
Total Expenses	\$ 25,053,563	\$ 24,854,378	\$ (199,185)	\$50,459,980	\$ 42,983,430	\$ (7,476,551)

Fund Balance-Palisades Charter High School

- The surplus /(Deficit) is forecasting at **\$283,553**
- The Ending Fund Balance as a percent of Annual Expenses remains healthy at 35%

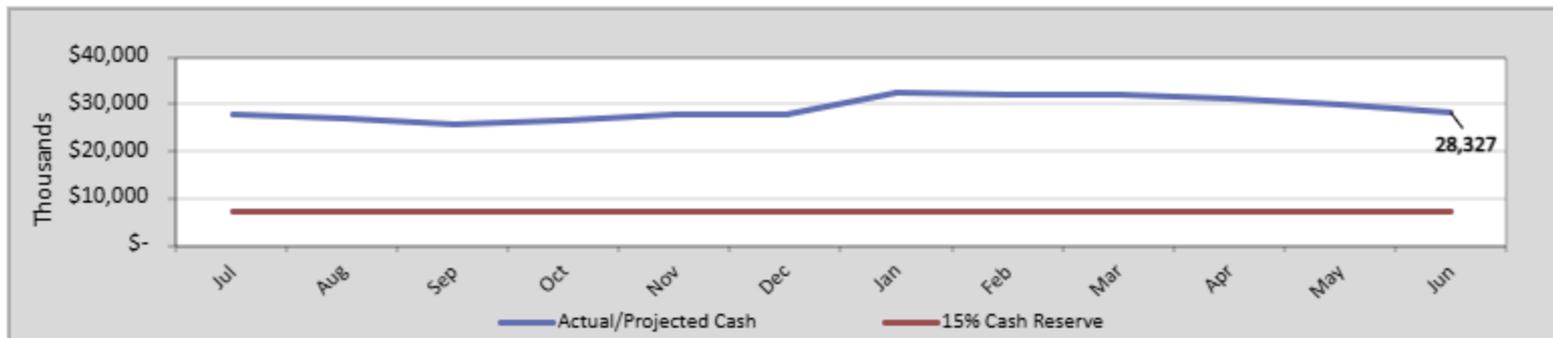
	Year-to-Date		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 4,552,944	\$ (4,403,752)	\$ 8,956,696
Beginning Fund Balance	17,545,517	17,545,517	
Ending Fund Balance	<u>\$ 22,098,461</u>	<u>\$ 13,141,765</u>	
<i>As a % of Annual Expenses</i>	43.8%	30.6%	

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 283,553	\$ 24,694	\$ 258,859
Beginning Fund Balance	17,545,517	17,545,517	
Ending Fund Balance	<u>\$17,829,070</u>	<u>\$ 17,570,211</u>	
<i>As a % of Annual Expenses</i>	35.3%	40.9%	



Cash Balance-Palisades Charter High School

- The cash balance at the end of January was **\$32,632,089**
- Projected year-end cash is **\$27,713,801** | **55%** as a percent of Annual Expenses.
- Includes Restricted and Capital Net Assets





MYP -Palisades Charter High School

- As part of Second Interim Budget, we report on the current year + 2 Additional Years.

FY25-26 Palisades HS Forecast
Multi-Year Forecast
 Revised 2/10/26



	2025-26 Budget	2026-27 Forecast	2027-28 Forecast
Assumptions			
State COLA	2.30%	2.41%	3.06%
Other Revenue COLA	n/a	0.00%	0.00%
Expense COLA	3.42%	2.98%	2.77%
Enrollment	2,389	2,303	2,278
Average Daily Attendance	2,221.77	2,141.79	2,118.54
Surplus (Deficit)	\$ 283,553	\$ 746,798	\$ 681,886
Fund Balance, Beginning of Year	\$ 17,545,517	\$ 17,829,070	\$ 18,575,868
Fund Balance, End of Year	\$ 17,829,070	\$ 18,575,868	\$ 19,257,754
	35.3%	40.9%	41.9%

Questions & Discussion

Appendix for the month follows:

- Monthly Cash Flow / Forecast
- Budget vs. Actual
- Statement of Financial Position
- Monthly Check Register
- AP Aging
- 60-Day Compliance Calendar

FY25-26 Palisades HS Forecast

Multi-Year Forecast

Revised 2/10/26



	2025-26	2026-27	2027-28
	Budget	Forecast	Forecast

Assumptions

State COLA	2.30%	2.41%	3.06%
Other Revenue COLA	n/a	0.00%	0.00%
Expense COLA	3.42%	2.98%	2.77%
Enrollment	2,389	2,303	2,278
Average Daily Attendance	2,221.77	2,141.79	2,118.54

Revenues

State Aid - Revenue Limit

8011 LCFF State Aid	\$ 19,301,903	\$ 12,344,163	\$ 12,207,724
8012 Education Protection Account	6,638,542	6,553,673	6,680,726
8019 State Aid - Prior Year	-	-	-
8096 In Lieu of Property Taxes	10,030,849	10,346,638	10,950,724
801x Funding Protection (EC/AB 100)		5,947,789	6,351,316
	35,971,294	35,192,263	36,190,490

Federal Revenue

8181 Special Education - Entitlement	752,864	615,956	609,269
8220 Federal Child Nutrition	310,411	299,236	295,988
8290 Title I, Part A - Basic Low Income	266,837	150,160	148,530
8291 Title II, Part A - Teacher Quality	46,017	44,360	43,879
8293 Title III - Limited English	-	-	-
8296 Other Federal Revenue	63,387	41,350	41,350
8299 Prior Year Federal Revenue	-	-	-
	1,439,515	1,151,063	1,139,017

Other State Revenue

8311 State Special Education	2,577,640	2,035,767	2,075,286
8520 Child Nutrition	695,723	686,841	700,175
8550 Mandated Cost	159,799	132,446	131,585
8560 State Lottery	604,321	582,567	576,243
8598 Prior Year Revenue	27,678	-	-
8599 Other State Revenue	1,253,626	1,562,796	1,127,884
	5,318,787	5,000,417	4,611,173

Other Local Revenue

8634 Food Service Sales	405,052	390,471	386,232
8650 Lease and Rental Income	354,167	975,000	964,416
8660 Interest Revenue	179,366	172,909	171,032
8670 Transportation Revenue	759,936	732,579	724,627
8690 Other Local Revenue	35,440	34,164	33,793
8697 Insurance Claim Revenue	3,693,422		
8699 School Fundraising	612,508	590,459	584,049
	8,013,937	4,798,567	4,746,476

Total Revenue

	\$ 50,743,533	\$ 46,142,310	\$ 46,687,156
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FY25-26 Palisades HS Forecast

Multi-Year Forecast

Revised 2/10/26



	2025-26	2026-27	2027-28
	Budget	Forecast	Forecast
Expenses			
Certificated Salaries			
1100 Teachers' Salaries	10,500,765	10,813,688	11,113,227
1170 Teachers' Substitute Hours	472,000	486,066	499,530
1200 Pupil Support Salaries	2,126,487	2,189,857	2,250,516
1300 Administrators' Salaries	1,180,024	1,215,188	1,248,849
1900 Other Certificated Salaries	841,250	866,319	890,316
	15,377,648	15,835,902	16,274,556
Classified Salaries			
2100 Instructional Salaries	884,062	910,407	935,625
2200 Support Salaries	47,814	49,239	50,603
2300 Classified Administrators' Salaries	327,180	337,251	346,593
2400 Clerical and Office Staff Salaries	1,998,974	2,058,543	2,115,565
2900 Other Classified Salaries	506,667	521,766	536,219
	3,764,697	3,877,206	3,984,605
Benefits			
3101 STRS	2,748,542	3,024,657	3,108,440
3202 PERS	1,069,680	1,023,582	1,071,859
3301 OASDI	260,777	240,387	247,045
3311 Medicare	284,521	285,840	293,758
3401 Health and Welfare	4,140,408	4,285,322	4,435,309
3501 State Unemployment	14,798	9,857	10,130
3601 Workers' Compensation	164,891	176,038	180,914
3901 Other Benefits	906,956	906,956	906,956
	9,590,573	9,952,639	10,254,411
Books and Supplies			
4100 Textbooks and Core Curricula	328,000	325,615	331,002
4200 Books and Other Materials	48,974	48,618	49,422
4302 School Supplies	392,731	389,875	396,325
4305 Software	371,882	369,178	375,286
4310 Office Expense (Copiers/Tech)	117,682	116,826	118,759
4311 Business Meals	37,229	36,958	37,570
4313 Operating/Other Supplies	215,687	222,114	228,267
4400 Noncapitalized Equipment	1,206,631	1,197,857	1,217,674
4700 Food Services	1,411,185	1,400,924	1,424,101
	4,130,000	4,107,967	4,178,406
Subagreement Services			
5101 Nursing	2,400	2,383	2,422
5102 Special Education	538,976	535,058	543,909
5103 Substitute Teacher	80,764	80,176	81,503
5104 Transportation	1,192,410	1,183,740	1,203,324
5105 Security	825,862	819,858	833,421
5106 Other Subagreements & Consultants	1,100,378	1,092,377	1,110,450
	3,740,791	3,713,591	3,775,029

FY25-26 Palisades HS Forecast

Multi-Year Forecast

Revised 2/10/26



	2025-26	2026-27	2027-28
	Budget	Forecast	Forecast
Operations and Housekeeping			
5201 Auto and Travel	31,227	31,000	31,513
5300 Subscriptions	454,541	451,236	458,701
5400 Insurance	561,245	557,164	566,381
5501 Utilities	540,088	536,161	545,032
5502 Janitorial Services	655,036	650,274	661,032
5516 Miscellaneous Expense	55,046	56,686	58,256
5900 Communications	47,105	46,762	47,536
5901 Postage and Shipping	11,808	11,722	11,916
	<u>2,378,096</u>	<u>2,363,661</u>	<u>2,403,650</u>
Facilities, Repairs and Other Leases			
5602 Additional Rent	225,620	223,979	227,685
5603 Equipment Leases	67,874	67,380	68,495
5604 Other Leases	80,402	79,817	81,138
5610 Repairs and Maintenance	824,450	818,455	831,996
	<u>1,198,855</u>	<u>1,190,142</u>	<u>1,209,823</u>
Professional/Consulting Services			
5801 IT	4,500	4,467	4,541
5802 Audit & Taxes	28,440	29,288	30,099
5803 Legal	166,234	171,188	175,929
5804 Professional Development	401,875	398,953	405,553
5805 General Consulting	546,200	542,229	551,199
5806 Special Activities/Field Trips	189,000	187,626	190,730
5807 Bank Charges	900	893	908
5808 Printing	50,000	49,636	50,458
5809 Other taxes and fees	9,855	9,783	9,945
5810 Payroll Service Fee	78,518	77,947	79,237
5811 Management Fee	555,544	500,000	500,000
5812 District Oversight Fee	252,662	351,923	361,905
5814 SPED Encroachment	571,616	530,345	536,911
5815 Public Relations/Recruitment	1,200	1,236	1,270
5816 Insurance Cost - Temp Relocation	3,646,430		-
5817 Insurance Cost - Replacement Exp	2,804,880	500,000	
	<u>9,348,995</u>	<u>3,396,355</u>	<u>2,940,203</u>
Depreciation			
6900 Depreciation Expense	930,325	958,048	984,586
	<u>930,325</u>	<u>958,048</u>	<u>984,586</u>
Interest			
	-	-	-
Surplus (Deficit)	<u>\$ 283,553</u>	<u>\$ 746,798</u>	<u>\$ 681,886</u>
Fund Balance, Beginning of Year	\$ 17,545,517	\$ 17,829,070	\$ 18,575,868
Fund Balance, End of Year	<u>\$ 17,829,070</u>	<u>\$ 18,575,868</u>	<u>\$ 19,257,754</u>
	35.3%	40.9%	41.9%

Palisades Charter High School

Financial Package

January 31, 2026

Presented by:



Palisades Charter High School

Budget vs Actual

For the period ended January 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget	% YTD
Revenue								
State Aid - Revenue Limit								
8011 - LCFF Revenue	\$ 1,529,238	\$ 1,625,461	\$ (96,223)	\$ 7,816,104	\$ 8,255,478	\$ (439,374)	\$ 18,071,138	43.3%
8012 - Economic Protection Account Funding	2,050,639	-	2,050,639	4,101,278	3,236,998	864,280	6,473,996	63.4%
8096 - In Lieu of Property Taxes	1,087,024	913,564	173,460	6,410,621	5,680,305	730,316	11,426,165	56.1%
Total State Aid - Revenue Limit	4,666,901	2,539,025	2,127,876	18,328,003	17,172,781	1,155,222	35,971,299	51.0%
Federal Revenue								
8181 - Federal Special Education - IDEA	-	-	-	141,559	-	141,559	423,400	33.4%
8220 - Federal Child Nutrition	73,970	29,715	44,255	20,347	103,825	(83,479)	312,788	6.5%
8290 - Title I, Part A - Basic Low Income	-	-	-	92,716	292,163	(199,446)	292,163	31.7%
8291 - Title II, Part A - Teacher Quality	-	-	-	23,016	56,781	(33,765)	56,781	40.5%
8293 - Title III - Limited English	-	-	-	-	-	-	20,826	0.0%
8296 - Other Federal Revenue	10,713	11,743	(1,030)	20,833	23,108	(2,275)	46,972	44.4%
Total Federal Revenue	84,683	41,458	43,225	298,471	475,877	(177,406)	1,152,930	25.9%
Other State Revenue								
8311 - State Special Education - AB602	-	229,336	(229,336)	509,582	1,164,764	(655,182)	2,548,178	20.0%
8520 - State - Child Nutrition	254,845	56,265	198,580	51,329	196,593	(145,264)	592,262	8.7%
8550 - State - Mandated Cost Reimbursement	-	-	-	159,799	156,587	3,212	156,587	102.1%
8560 - State - State Lottery	194,477	187,361	7,116	194,478	181,317	13,161	749,877	25.9%
8598 - Prior Year Revenues	11,195	-	11,195	27,678	-	27,678	-	-
8599 - State - Other State Revenue	20,968	128,357	(107,389)	107,170	317,577	(210,408)	662,008	16.2%
Total Other State Revenue	481,485	601,319	(119,834)	1,050,036	2,016,838	(966,803)	4,708,912	22.3%
Other Local Revenue								
8634 - Food Service Sales	(257,163)	4,750	(261,913)	634,748	26,097	608,652	50,000	1269.5%
8650 - Lease and Rental Income	-	35,417	(35,417)	-	246,777	(246,777)	425,004	0.0%
8660 - Interest Revenue	721	29,167	(28,447)	5,063	203,228	(198,164)	350,004	1.4%
8670 - Transportation Revenue	69,851	-	69,852	342,130	-	342,129	-	n/a
8689 - Other Fees and Contracts	1,974,047	-	1,974,047	1,973,387	-	1,973,387	-	-
8690 - Other Local Revenue	-	-	-	35,440	-	35,440	-	n/a
8697 - Insurance Revenue	2,272,475	-	2,272,475	4,550,512	-	4,550,512	-	n/a
8699 - School Fundraising	69,093	29,167	39,926	503,421	203,228	300,193	350,004	143.8%
Total Other Local Revenue	4,129,024	98,501	4,030,523	8,044,701	679,330	7,365,372	1,175,012	684.6%
Total Revenue	9,362,093	3,280,303	6,081,790	27,721,211	20,344,826	7,376,385	43,008,153	64.5%
Expenses								
Certificated Salaries								
1100 - Certificated Teachers' Salaries	921,180	1,144,733	223,553	5,546,335	7,976,204	2,429,870	13,736,796	40.4%
1170 - Certificated Teachers' Substitute Hours	29,109	42,909	13,800	143,105	256,070	112,964	471,999	30.3%
1200 - Certificated Pupil Support Salaries	240,540	157,651	(82,889)	1,242,836	1,098,472	(144,364)	1,891,812	65.7%
1300 - Certificated Supervisors' and Administrators	78,339	74,290	(4,049)	487,666	517,633	29,968	891,480	54.7%
1900 - Other Certificated Salaries	12,390	-	(12,390)	302,653	-	(302,653)	-	n/a
Total Certificated Salaries	1,281,558	1,419,583	138,025	7,722,595	9,848,379	2,125,785	16,992,087	45.4%
Classified Salaries								
2100 - Classified Instructional Salaries	124,696	82,005	(42,691)	534,713	489,385	(45,329)	820,050	65.2%
2200 - Classified Support Salaries	24,722	18,309	(6,413)	78,700	127,572	48,872	219,708	35.8%
2300 - Classified Supervisors' and Administrators	215,421	41,237	(174,184)	605,304	287,329	(317,975)	494,844	122.3%
2400 - Clerical, Technical, and Office Staff Salaries	55,297	177,513	122,216	633,897	1,059,352	425,455	1,952,643	32.5%
2900 - Other Classified Salaries	80,297	80,800	503	417,873	482,193	64,321	866,268	48.2%
Total Classified Salaries	500,433	399,864	(100,569)	2,270,487	2,445,831	175,344	4,353,513	52.2%
Benefits								
3101 - State Teachers' Retirement System, certificated	247,242	271,140	23,898	1,274,333	1,881,039	606,705	3,245,485	39.3%
3202 - Public Employees' Retirement System, certificated	121,872	107,204	(14,668)	542,819	655,730	112,911	1,167,181	46.5%
3301 - OASDI/Medicare/Alternative, certificated	29,575	24,792	(4,783)	138,102	151,644	13,542	269,922	51.2%
3311 - Medicare certificated positions	25,677	26,382	705	143,957	178,266	34,309	309,511	46.5%
3401 - Health and Welfare Benefits, certificated	(6,159)	357,416	363,575	1,214,660	2,490,382	1,275,723	4,288,992	28.3%
3501 - State Unemployment Insurance, certificated	51	2,668	2,617	10,491	5,786	(4,705)	10,676	98.3%
3601 - Workers' Compensation Insurance, certificated	-	16,248	16,248	115,423	109,789	(5,634)	190,619	60.6%
3901 - Other Benefits, certificated positions	69,447	68,190	(1,257)	525,273	460,768	(64,506)	799,999	65.7%
Total Benefits	487,705	874,040	386,335	3,965,058	5,933,404	1,968,345	10,282,385	38.6%

Palisades Charter High School

Budget vs Actual

For the period ended January 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget	% YTD
Books & Supplies								
4100 - Textbooks and Core Curricula Materials	20,274	-	(20,274)	200,871	74,892	(125,979)	74,892	> 200%
4200 - Books and Other Reference Materials	-	-	-	8,968	-	(8,968)	-	n/a
4302 - School Supplies	35,311	22,212	(13,099)	229,249	154,767	(74,482)	266,544	86.0%
4305 - Software	17,981	-	(17,981)	291,001	-	(291,000)	-	n/a
4310 - Office Expense	17,354	9,333	(8,021)	19,212	65,030	45,817	111,996	17.2%
4311 - Business Meals	12,865	17,291	4,426	4,766	120,479	115,713	207,492	2.3%
4313 - Other/Operating Supplies	-	-	-	9,643	-	(9,643)	-	
4400 - Noncapitalized Equipment	156,660	-	(156,660)	782,691	642,520	(140,170)	642,520	121.8%
4700 - Food Services	-	34,729	34,729	316,542	207,254	(109,289)	382,019	82.9%
Total Books & Supplies	260,445	83,565	(176,880)	1,862,943	1,264,942	(598,001)	1,685,463	110.5%
Subagreement Services								
5102 - Special Education	177,082	37,682	(139,400)	98,864	224,876	126,012	414,502	23.9%
5103 - Substitute Teacher	-	-	-	43,722	-	(43,722)	-	n/a
5104 - Transportation	89,442	39,843	(49,599)	584,486	237,773	(346,713)	438,273	133.4%
5105 - Security	95,459	39,936	(55,523)	425,309	238,328	(186,981)	439,296	96.8%
5106 - Other Educational Consultants	16,300	184,080	167,780	105,770	914,462	808,692	1,840,800	5.7%
Total Subagreement Services	378,283	301,541	(76,742)	1,258,151	1,615,439	357,288	3,132,871	40.2%
Professional/Consulting Services								
5801 - IT	-	375	375	125	2,613	2,488	4,500	2.8%
5802 - Audit and Tax	8,100	-	(8,100)	25,155	50,001	24,846	50,001	50.3%
5803 - Legal	4,947	27,567	22,620	140,897	192,079	51,182	330,804	42.6%
5804 - Professional Development	21,073	5,927	(15,146)	32,705	29,444	(3,261)	59,270	55.2%
5805 - General Consulting	(64,360)	37,084	101,444	521,671	184,224	(337,447)	370,840	140.7%
5806 - Special Activities	6,958	-	(6,958)	89,384	-	(89,384)	-	n/a
5807 - Bank Charges	-	-	-	-	-	-	-	n/a
5808 - Printing	6,956	-	(6,956)	22,307	-	(22,307)	-	n/a
5809 - Other Taxes and Fees	3,744	380	(3,364)	8,390	1,888	(6,502)	3,800	> 200%
5810 - Payroll Service Fee	-	-	-	78,518	-	(78,519)	-	n/a
5811 - Management Fee	37,087	41,667	4,580	296,549	290,325	(6,224)	500,004	59.3%
5812 - District Oversight Fee	-	25,390	25,390	71,901	171,727	99,826	359,711	20.0%
5813 - LACOE Fees	-	-	-	3,498	-	(3,498)	-	
5814 - SELPA Fees	-	45,867	45,867	130,230	232,952	102,723	594,314	21.9%
5815 - Public Relations	-	120	120	-	596	596	1,200	0.0%
5816 - Replacement Temp Facility	263,125	-	(263,125)	2,352,352	-	(2,352,351)	-	n/a
5817 - Insurance Replacements Expense	-	-	-	266,579	-	(266,580)	-	n/a
Total Professional/Consulting Services	287,630	184,377	(103,253)	4,040,261	1,155,849	(2,884,412)	2,274,444	177.6%
Facilities, Repairs & Other Leases								
5601 - Rent	-	-	-	334	-	(334)	-	n/a
5602 - Additional Rent	40,402	-	(40,402)	(24,443)	-	24,443	-	n/a
5603 - Equipment Leases	16,639	2,917	(13,722)	17,918	20,325	2,407	35,004	51.2%
5604 - Other Leases	1,000	-	(1,000)	60,157	-	(60,157)	-	n/a
5610 - Repairs and Maintenance	281,258	30,108	(251,150)	424,086	209,785	(214,301)	361,296	117.4%
5615 - Ins Claim Costs - Temp Reloc	-	54,167	54,167	-	377,422	377,422	650,004	0.0%
Total Facilities, Repairs & Other Leases	339,299	87,192	(252,107)	478,052	607,532	129,480	1,046,304	45.7%
Operations & Housekeeping								
5201 - Auto and Travel Expense	4,134	564	(3,570)	7,189	3,365	(3,824)	6,204	115.9%
5300 - Dues & Memberships	13,075	43,229	30,154	43,690	301,209	257,519	518,748	8.4%
5400 - Insurance	-	48,946	48,946	402,713	341,043	(61,670)	587,352	68.6%
5501 - Utilities	54,934	40,417	(14,517)	90,859	281,615	190,756	485,004	18.7%
5502 - Janitorial/Trash Removal	36,674	34,408	(2,266)	330,006	239,746	(90,259)	412,896	79.9%
5516 - Miscellaneous Expense	18,288	1,200	(17,088)	32,038	5,962	(26,077)	12,000	267.0%
5531 - ASB Fundraising Expenses	-	-	-	20,000	-	(20,000)	-	
5900 - Communications	1,034	4,417	3,383	11,423	30,776	19,353	53,004	21.6%
5901 - Postage and Shipping	634	50	(584)	4,121	248	(3,873)	500	> 200%
Total Operations & Housekeeping	128,773	173,231	44,458	942,039	1,203,964	261,925	2,075,708	45.4%
Depreciation								
6900 - Depreciation Expense	77,527	95,058	17,531	465,163	662,340	197,178	1,140,696	40.8%
Total Depreciation	77,527	95,058	17,531	465,163	662,340	197,178	1,140,696	40.8%

Palisades Charter High School

Budget vs Actual

For the period ended January 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget	% YTD
Total Expenses	3,741,653	3,618,451	(123,202)	23,004,749	24,737,680	1,732,932	42,983,471	53.5%
Change in Net Assets	5,620,440	(338,148)	5,958,588	4,716,462	(4,392,854)	9,109,317	24,682	
Net Assets, Beginning of Period	16,479,883	0	5,620,440	17,545,517	0	4,716,462	0	
Net Assets, End of Period	\$ 22,100,323	\$ (338,148)	\$ 11,579,028	\$ 22,261,979	\$ (4,392,854)	\$ 13,825,779	\$ 24,682	

Palisades Charter High School

Statement of Financial Position

For the period ended January 31, 2026

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 32,633,950	\$ 31,973,664	\$ 660,285	2 %
Accounts Receivable	696,561	1,655,326	(958,764)	(58) %
Public Funding Receivables	480,184	480,184	-	0 %
Prepaid Expenses	59,351	60,602	(1,250)	(2) %
Other Current Assets				
Other Short Term Assets	209,997	209,997	-	0 %
Total FSP-SoFP-Other Current Assets	209,997	209,997	-	0 %
Total Current Assets	34,080,043	34,379,773	(299,729)	(1) %
Long-term Assets				
Property & Equipment, Net	7,510,325	6,689,386	820,939	12 %
Deposits	400,000	400,000	-	0 %
Total Long-term Assets	7,910,325	7,089,386	820,939	12 %
Total Assets	\$ 41,990,368	\$ 41,469,159	\$ 521,210	1 %
Liabilities				
Current Liabilities				
Accounts Payable	\$ 1,153,142	\$ 1,815,843	\$ (662,701)	(36) %
Accrued Liabilities	16,580,109	19,816,328	(3,236,219)	(16) %
Deferred Revenue	2,164,494	2,291,471	(126,977)	(6) %
Total Current Liabilities	19,897,745	23,923,642	(4,025,897)	(17) %
Long-term Liabilities				
Capital Lease, Net of Current Portion	(7,700)	-	(7,700)	0 %
Total Long-term Liabilities	(7,700)	-	(7,700)	0 %
Total Liabilities	19,890,045	23,923,642	(4,033,597)	(17) %
Net Asset	22,100,323	17,545,517	4,554,807	26 %
Liabilities & Net Assets	\$ 41,990,368	\$ 41,469,159	\$ 521,210	1 %

Palisades Charter High School

Statement of Cash Flows

For the period ended January 31, 2026

	Month Ended 01/31/26	YTD Ended 01/31/26
Cash Flows from Operating Activities		
Change in Net Assets	\$ 5,697,967	\$ 4,632,334
Adjustments		
Depreciation	-	465,162
(Increase) Decrease in Operating Assets		
Grants, Contributions & Pledges Receivable	-	958,765
Prepaid Expenses	(198,750)	1,250
Increase (Decrease) in Operating Liabilities		
Accounts Payable	73,969	(662,701)
Accrued Expenses	(949,622)	(3,236,219)
Deferred Revenue	37,383	(126,977)
Total Cash Flows from Operating Activities	4,660,947	2,031,614
Cash Flows from Investing Activities		
Purchases of Property & Equipment	-	(1,363,629)
Total Cash Flows from Investing Activities	-	(1,363,629)
Cash Flows from Financing Activities		
Proceeds from (Payments on) Capital Leases	(7,700)	(7,700)
Total Cash Flows from Financing Activities	(7,700)	(7,700)
Change in Cash and Cash Equivalents	4,653,247	660,285
Cash & Cash Equivalents, Beginning of Period	27,980,703	31,973,664
Cash & Cash Equivalents, End of Period	\$ 32,633,950	\$ 32,633,950

Palisades Charter High School

Check Register

For the period ended January 31, 2026

Check/Voucher No.	Vendor	Check Date	Amount Applied
10319	CTA MEMBERSHIP DEPARTMENT	1/9/2026	\$ 2,578.25
10320	UTLA	1/9/2026	11,983.64
10321	AFLAC	1/12/2026	1,186.27
10322	City of Santa Monica	1/12/2026	11,000.00
10323	AFLAC	1/23/2026	1,186.27
10324	CTA MEMBERSHIP DEPARTMENT	1/23/2026	2,637.70
10325	UTLA	1/23/2026	11,983.64
10326	ANDY PARIS	1/27/2026	1,000.00
10327	CHRIS BARTON	1/27/2026	184.00
10329	Mark 302 Property Owner LLC	1/29/2026	200,000.00
ACH	SISC FLEX	1/23/2026	4,745.00
ACH	SchoolsFirst Plan Administration, LLC	1/23/2026	48,893.76
ACH	Scott S Davis	1/13/2026	3,000.00
ACH	ROSS SZABO CREATIONS LLC	1/13/2026	2,000.00
ACH	THE COOP BJJ LLC	1/13/2026	2,000.00
ACH	BFS LANDSCAPE ARCHITECTS	1/13/2026	2,830.00
ACH	BSN Sports LLC	1/13/2026	16,656.63
ACH	RENE RODMAN	1/13/2026	10,416.66
ACH	Frankie Gomez	1/13/2026	96.60
ACH	Epic Sports Inc	1/13/2026	523.15
ACH	AMERICAN TRANSPORTATION SYSTEMS	1/13/2026	70,816.50
ACH	Blue Triton Brands, Inc	1/13/2026	4,494.69
ACH	APPLEONE EMPLOYMENT SERVICES	1/13/2026	6,780.30
ACH	Julio Cesar Diaz III	1/13/2026	2,100.00
ACH	SHAW HR CONSULTING	1/13/2026	925.00
ACH	Chrissy Stirling	1/13/2026	30.78
ACH	CONTAINER ALLIANCE COMPANY	1/13/2026	595.42
ACH	Kiichi Okumura	1/13/2026	200.00
ACH	Wellnessmart	1/13/2026	152.00
ACH	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	1/13/2026	8,965.96
ACH	FedEx Office	1/13/2026	6,834.04
ACH	Kennethson Thang	1/13/2026	200.00
ACH	WILLIAMS SCOTSMAN	1/13/2026	27,581.47
ACH	Cross Country Staffing	1/13/2026	4,160.00
ACH	Thomas Kato	1/13/2026	1,500.00
ACH	ALLISON WYANT	1/13/2026	2,100.00
ACH	LEARNINGTECH.ORG	1/13/2026	8,970.00

Palisades Charter High School

Check Register

For the period ended January 31, 2026

Check/Voucher No.	Vendor	Check Date	Amount Applied
ACH	KOHL BUILDING MAINTENANCE	1/13/2026	25,315.66
ACH	ST. MORITZ SECURITY SERVICES INC	1/13/2026	95,223.88
ACH	American Red Cross	1/13/2026	240.00
ACH	City of Santa Monica Finance & Billing Collections x1902	1/13/2026	10,931.55
ACH	Flip 1st Gymnastics Center	1/13/2026	1,200.00
ACH	MICHAEL DEITZ	1/13/2026	9,600.00
ACH	SMMUSD	1/13/2026	6,417.75
ACH	TEACHERS ON RESERVE, LLC	1/13/2026	9,096.24
ACH	CEASAR AVINA	1/13/2026	1,500.00
ACH	M. Arthur Gensler Jr. & Associates, Inc.	1/13/2026	1,000.00
ACH	UC REGENTS	1/13/2026	3,671.26
ACH	ADP, INC.	1/13/2026	2,279.77
ACH	Mark 302 Property Owner LLC	1/13/2026	244,540.70
ACH	FedEx Office	1/20/2026	2,045.30
ACH	WILLIAMS SCOTSMAN	1/20/2026	9,032.00
ACH	EDUCATIONAL INNOVATIONS, INC.	1/20/2026	66.43
ACH	MR. FISH AQUARIUM & POND SERVICE	1/20/2026	14,800.00
ACH	CITY OF LA DEPT OF RECREATION AND PARKS	1/20/2026	13,185.00
ACH	The Boelter Companies Inc.	1/20/2026	172.10
ACH	Ward's	1/20/2026	182.70
ACH	School Health Corporation	1/20/2026	73.96
ACH	California Commerical Pools, Inc.	1/20/2026	151,810.00
ACH	CHARTER IMPACT	1/20/2026	37,162.73
ACH	Demco Inc.	1/20/2026	1,668.51
ACH	Ez Flex Sport Mats	1/20/2026	9,686.22
ACH	Flinn Scientific Inc	1/20/2026	7,006.50
ACH	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	1/20/2026	1,602.00
ACH	THE COOP BJJ LLC	1/20/2026	1,000.00
ACH	International Baccalaureate Organization	1/20/2026	9,500.00
ACH	KAREN PERKINS	1/20/2026	109.08
ACH	Infinite Campus, Inc.	1/20/2026	3,825.00
ACH	LOU'S GOLF CARTS INC	1/20/2026	1,794.55
ACH	Cross Country Education	1/20/2026	4,620.86
ACH	KNORR SYSTEMS, INC.	1/20/2026	55,310.34
ACH	AKINS IT, INC.	1/20/2026	148,417.09

Palisades Charter High School

Check Register

For the period ended January 31, 2026

Check/Voucher No.	Vendor	Check Date	Amount Applied
ACH	REGIS STAFFING GROUP	1/20/2026	11,358.97
ACH	AMERICAN TRANSPORTATION SYSTEMS	1/20/2026	21,606.34
ACH	CHRISTY WHITE ACCOUNTANCY CORPORATION	1/20/2026	8,100.00
ACH	DUNN EDWARDS	1/20/2026	3,485.29
ACH	VARSITY FASHION	1/20/2026	1,685.21
ACH	PERFECTION LEARNING CORP.	1/20/2026	3,949.42
ACH	EXPLORELEARNING, LLC	1/20/2026	8,440.00
ACH	TIER ONE MECHANICAL INC	1/20/2026	7,700.00
ACH	City of Santa Monica	1/20/2026	1,759.87
ACH	M. Arthur Gensler Jr. & Associates, Inc.	1/20/2026	9,900.00
ACH	Magnatag Inc.	1/20/2026	3,641.38
ACH	METRO TWO WAY COMMUNICATIONS	1/20/2026	4,154.65
ACH	AMAZON CAPITAL SERVICES, INC	1/20/2026	5,115.34
ACH	Comprehensive Therapy Associates, Inc.	1/20/2026	2,277.00
ACH	CEASAR AVINA	1/26/2026	1,500.00
ACH	J. SCHNELLDORFER PSAD	1/26/2026	1,045.00
ACH	Shannyn Sul	1/26/2026	1,500.00
ACH	AMAZON CAPITAL SERVICES, INC	1/26/2026	191.85
ACH	Carolina Biological Supply Co.	1/26/2026	648.97
ACH	Brad Kolavo	1/26/2026	657.59
ACH	ISM INC	1/26/2026	1,960.00
ACH	Thomas Kato	1/26/2026	1,500.00
ACH	Frankie Gomez	1/26/2026	34.47
ACH	DUNN EDWARDS	1/26/2026	2,349.93
ACH	Julio Cesar Diaz III	1/26/2026	2,100.00
ACH	Bridgeport West School	1/26/2026	3,209.00
ACH	Kiichi Okumura	1/26/2026	1,500.00
ACH	RIVERSIDE ASSESSMENTS, LLC	1/26/2026	2,469.46
ACH	INOVA	1/2/2026	2,790.50
ACH	ADP, INC.	1/5/2026	2,279.77
ACH	INOVA	1/5/2026	323.19
ACH	INOVA	1/6/2026	1,847.77
ACH	INOVA	1/7/2026	860.07
ACH	INOVA	1/8/2026	1,396,263.63
ACH	US BANK CORPORATE PAYMENT SYSTEMS	1/12/2026	20,134.13
ACH	GOTO COMMUNICATIONS INC	1/13/2026	10,393.49
ACH	INOVA	1/14/2026	587.46

Palisades Charter High School

Check Register

For the period ended January 31, 2026

Check/Voucher No.	Vendor	Check Date	Amount Applied
ACH	INOVA	1/15/2026	11,926.55
ACH	SISC FLEX	1/16/2026	400,572.40
ACH	INOVA	1/20/2026	21,584.09
ACH	INOVA	1/21/2026	6,537.86
ACH	INOVA	1/26/2026	111,246.81
ACH	INOVA	1/27/2026	1,629.12
ACH	INOVA	1/29/2026	894.67
VOID	CINDI CALHOUN	1/29/2026	VOID
VOID	CINDI CALHOUN	1/28/2026	VOID

Total Disbursements in January \$ 3,469,106.16

Palisades Charter High School

Accounts Payable Aging

For the period ended January 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
ALLISON WYANT	JANUARY 2026	1/22/2026	\$ -	\$ 2,100	\$ -	\$ -	\$ -	\$ 2,100
AMAZON CAPITAL SERVICES, INC	1FNM-43TD-KL6V	1/31/2026	77	-	-	-	-	77
AMAZON CAPITAL SERVICES, INC	1FNM-43TD-MQG1	1/31/2026	275	-	-	-	-	275
AMAZON CAPITAL SERVICES, INC	1CW6-MYJF-LTWQ	1/31/2026	84	-	-	-	-	84
AMAZON CAPITAL SERVICES, INC	1NJ4-FVM4-JMDK	1/31/2026	53	-	-	-	-	53
AMAZON CAPITAL SERVICES, INC	1FNM-43TD-Q7VF	1/31/2026	762	-	-	-	-	762
AMAZON CAPITAL SERVICES, INC	14HM-73KV-JX91	1/31/2026	275	-	-	-	-	275
AMAZON CAPITAL SERVICES, INC	1CQV-HJH4-NPFN	1/31/2026	46	-	-	-	-	46
AMAZON CAPITAL SERVICES, INC	19PG-QRHW-JW9X	1/31/2026	858	-	-	-	-	858
AMERICAN HERITAGE LANDSCAPE	10047859	2/5/2026	56,299	-	-	-	-	56,299
AMERICAN TRANSPORTATION SYST	147614	2/14/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST	147445	2/10/2026	4,425	-	-	-	-	4,425
AMY LETCHER	LETC100625-01	10/6/2025	-	-	-	-	500	500
APPLEONE EMPLOYMENT SERVICES	01-7230553	1/23/2026	-	1,216	-	-	-	1,216
APPLEONE EMPLOYMENT SERVICES	01-7233608	1/23/2026	-	1,216	-	-	-	1,216
APPLEONE EMPLOYMENT SERVICES	01-7233609	1/26/2026	-	1,520	-	-	-	1,520
Cengage Learning Inc	999101348568	10/13/2025	-	-	-	-	(11,591)	(11,591)
CHARTER IMPACT	17459-42	2/1/2026	41,667	-	-	-	-	41,667
Comprehensive Therapy Associates	8416	1/23/2026	-	3,019	-	-	-	3,019
CONTAINER ALLIANCE COMPANY	INV-008645	1/14/2026	-	171	-	-	-	171
Cross Country Staffing	7914142	2/1/2026	4,160	-	-	-	-	4,160
Cross Country Staffing	7907258	1/25/2026	-	4,160	-	-	-	4,160
DIANA KIM	KIM011526	1/16/2026	-	108	-	-	-	108
DIANA KIM	KIM0115/26-01	1/16/2026	-	35	-	-	-	35
DIANA KIM	KIM011626	1/26/2026	-	23	-	-	-	23
Ian Sayer	SAYE011626	1/16/2026	-	255	-	-	-	255
JENNIFER & MATT POMEROY	POME010125	1/1/2025	-	-	-	-	3,345	3,345

Palisades Charter High School

Accounts Payable Aging

For the period ended January 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Kennethson Thang	INV-10	12/17/2025	-	-	1,500	-	-	1,500
Keysi S. Sernas Lopez	01192026-01	1/27/2026	-	1,495	-	-	-	1,495
LACOE	26*1082	1/29/2026	-	16,000	-	-	-	16,000
LISA SAXON	SAXO011926	1/19/2026	-	185	-	-	-	185
LISA SAXON	SAXO011926	1/19/2026	-	479	-	-	-	479
MATTHEW GOLAD	GOLA120525	12/5/2025	-	-	74	-	-	74
Peter Lynn Kites Unlimited	INV-4469	12/7/2025	-	-	5,290	-	-	5,290
RAFAEL NEGROE	NEGR012126	1/21/2026	-	177	-	-	-	177
SMMUSD	8750	1/28/2026	-	1,632	-	-	-	1,632
SMMUSD	8750	1/28/2026	-	60	-	-	-	60
SMMUSD	8750	1/28/2026	-	1,728	-	-	-	1,728
STAPLES ADVANTAGE	6034993919	7/21/2026	46	-	-	-	-	46
STAPLES ADVANTAGE	6039835273	9/15/2025	-	-	-	-	172	172
STAPLES ADVANTAGE	6019827106	1/20/2025	-	-	-	-	289	289
STAPLES ADVANTAGE	6040317261	9/22/2025	-	-	-	-	48	48
STAPLES ADVANTAGE	6045443441	11/17/2025	-	-	-	163	-	163
STAPLES ADVANTAGE	6045914355	11/24/2025	-	-	-	202	-	202
STAPLES ADVANTAGE	6045914363	11/24/2025	-	-	-	1,927	-	1,927
STAPLES ADVANTAGE	6047561807	12/6/2025	-	-	118	-	-	118
STAPLES ADVANTAGE	6049084809	12/29/2025	-	-	51	-	-	51
STAPLES ADVANTAGE	6050433181	1/12/2026	-	260	-	-	-	260
STAPLES ADVANTAGE	6050433182	1/12/2026	-	852	-	-	-	852
STAPLES ADVANTAGE	6045443446	11/17/2025	-	-	-	249	-	249
STAPLES ADVANTAGE	6034993920	7/21/2025	-	-	-	-	73	73
STATE OF CA DEPARTMENT OF JUSTICE	010272	1/3/2026	-	386	-	-	-	386
STATE OF CA DEPARTMENT OF JUSTICE	016660	1/28/2026	-	81	-	-	-	81
SUE LIMSUKONTH SELZER	2025-12	6/2/2026	4,731	-	-	-	-	4,731

Palisades Charter High School

Accounts Payable Aging

For the period ended January 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Virtual Enterprises International, In	CATS26/77	1/29/2026	-	1,150	-	-	-	1,150
Virtual Enterprises International, In	CATS26/82	1/29/2026	-	1,150	-	-	-	1,150
VISTA HIGHER LEARNING	S1332719	2/22/2026	12,467	-	-	-	-	12,467
VITAL RECORDS HOLDING LLC	5833022	1/15/2026	-	133	-	-	-	133
VITAL RECORDS HOLDING LLC	5715531	12/15/2025	-	-	85	-	-	85
Ward's	11/21/2025/88204654	2/12/2026	5	-	-	-	-	5
WARD'S NATURAL SCIENCE EST., IN	8819865581	10/18/2025	-	-	-	-	277	277
WHITE'S STUDIOS INC	659176	1/20/2026	-	70	-	-	-	70
Total Outstanding Invoices			\$ 127,090	\$ 39,662	\$ 7,117	\$ 2,541	\$ (6,886)	\$ 169,524

Palisades Charter High School

Financial Package

December 31, 2025

Presented by:



Palisades Charter High School

Budget vs Actual

For the period ended December 31, 2025

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget	% YTD
Revenue								
State Aid - Revenue Limit								
8011 - LCFF Revenue	\$ 1,529,238	\$ 1,625,461	\$ (96,223)	\$ 6,286,866	\$ 6,682,451	\$ (395,585)	\$ 18,071,138	34.8%
8012 - Economic Protection Account Funding	-	1,618,499	(1,618,499)	2,050,639	3,236,998	(1,186,359)	6,473,996	31.7%
8096 - In Lieu of Property Taxes	1,918,073	913,564	1,004,509	5,323,598	4,796,211	527,387	11,426,165	46.6%
Total State Aid - Revenue Limit	3,447,311	4,157,524	(710,213)	13,661,103	14,715,660	(1,054,557)	35,971,299	38.0%
Federal Revenue								
8181 - Federal Special Education - IDEA	-	-	-	141,559	-	141,559	423,400	33.4%
8220 - Federal Child Nutrition	-	29,715	(29,715)	-	75,069	(75,069)	312,788	0.0%
8290 - Title I, Part A - Basic Low Income	76,657	219,122	(142,465)	92,716	292,163	(199,447)	292,163	31.7%
8291 - Title II, Part A - Teacher Quality	11,504	42,586	(31,082)	23,016	56,781	(33,765)	56,781	40.5%
8293 - Title III - Limited English	-	-	-	-	-	-	20,826	0.0%
8296 - Other Federal Revenue	-	-	-	10,120	11,743	(1,623)	46,972	21.5%
Total Federal Revenue	88,161	291,423	(203,262)	267,411	435,756	(168,345)	1,152,930	23.2%
Other State Revenue								
8311 - State Special Education - AB602	-	229,336	(229,336)	509,582	942,826	(433,244)	2,548,178	20.0%
8520 - State - Child Nutrition	-	56,265	(56,265)	-	142,143	(142,143)	592,262	0.0%
8550 - State - Mandated Cost Reimbursement	159,799	156,587	3,212	159,799	156,587	3,212	156,587	102.1%
8560 - State - State Lottery	-	-	-	-	-	-	749,877	0.0%
8598 - Prior Year Revenues	-	-	-	16,483	-	16,483	-	-
8599 - State - Other State Revenue	(16,415)	20,894	(37,309)	86,202	193,361	(107,159)	662,008	13.0%
Total Other State Revenue	143,384	463,082	(319,698)	772,066	1,434,917	(662,851)	4,708,912	16.4%
Other Local Revenue								
8634 - Food Service Sales	633,095	4,750	628,345	634,772	21,500	613,272	50,000	1269.5%
8650 - Lease and Rental Income	-	35,417	(35,417)	-	212,502	(212,502)	425,004	0.0%
8660 - Interest Revenue	698	29,167	(28,469)	4,343	175,002	(170,659)	350,004	1.2%
8670 - Transportation Revenue	70,925	-	70,925	272,278	-	272,278	-	n/a
8690 - Other Local Revenue	-	-	-	35,440	-	35,440	-	n/a
8697 - Insurance Revenue	1,102,380	-	1,102,380	4,139,644	-	4,139,644	-	n/a
8699 - School Fundraising	122,038	29,167	92,871	457,357	175,002	282,355	350,004	130.7%
Total Other Local Revenue	1,929,136	98,501	1,830,635	5,543,834	584,006	4,959,828	1,175,012	471.8%
Total Revenue	5,607,992	5,010,530	597,462	20,244,414	17,170,339	3,074,075	43,008,153	47.1%
Expenses								
Certificated Salaries								
1100 - Certificated Teachers' Salaries	(870,231)	1,144,733	2,014,964	5,552,035	6,868,398	1,316,364	13,736,796	40.4%
1170 - Certificated Teachers' Substitute Hours	(5,929)	42,909	48,838	134,702	214,545	79,842	471,999	28.5%
1200 - Certificated Pupil Support Salaries	(290,675)	157,651	448,326	1,242,836	945,906	(296,930)	1,891,812	65.7%
1300 - Certificated Supervisors' and Administrators	(70,068)	74,290	144,358	487,666	445,740	(41,926)	891,480	54.7%
1900 - Other Certificated Salaries	69,925	-	(69,925)	301,853	-	(301,853)	-	n/a
Total Certificated Salaries	(1,166,978)	1,419,583	2,586,561	7,719,092	8,474,589	755,497	16,992,087	45.4%
Classified Salaries								
2100 - Classified Instructional Salaries	(64,732)	82,005	146,737	497,643	410,025	(87,618)	820,050	60.7%
2200 - Classified Support Salaries	(41,112)	18,309	59,421	76,826	109,854	33,028	219,708	35.0%
2300 - Classified Supervisors' and Administrators	(430,842)	41,237	472,079	605,304	247,422	(357,882)	494,844	122.3%
2400 - Clerical, Technical, and Office Staff Salaries	209,151	177,513	(31,638)	578,599	887,565	308,966	1,952,643	29.6%
2900 - Other Classified Salaries	(65,585)	80,800	146,385	411,628	404,000	(7,628)	866,268	47.5%
Total Classified Salaries	(393,120)	399,864	792,984	2,170,000	2,058,866	(111,134)	4,353,513	49.8%
Benefits								
3101 - State Teachers' Retirement System, certificated	(253,128)	271,140	524,268	1,274,679	1,618,645	343,966	3,245,485	39.3%
3202 - Public Employees' Retirement System, certificated	(97,051)	107,204	204,255	517,554	551,984	34,430	1,167,181	44.3%
3301 - OASDI/Medicare/Alternative, certificated	(20,007)	24,792	44,799	131,703	127,652	(4,051)	269,922	48.8%
3311 - Medicare certificated positions	(22,510)	26,382	48,892	142,454	152,735	10,281	309,511	46.0%
3401 - Health and Welfare Benefits, certificated	(3,009)	357,416	360,425	1,214,998	2,144,496	929,498	4,288,992	28.3%
3501 - State Unemployment Insurance, certificated	888	534	(354)	10,439	3,204	(7,235)	10,676	97.8%
3601 - Workers' Compensation Insurance, certificated	49,467	16,248	(33,219)	115,423	94,065	(21,358)	190,619	60.6%
3901 - Other Benefits, certificated positions	71,026	68,190	(2,836)	455,827	394,777	(61,050)	799,999	57.0%
Total Benefits	(274,324)	871,906	1,146,230	3,863,077	5,087,558	1,224,481	10,282,385	37.6%
Books & Supplies								

Palisades Charter High School

Budget vs Actual

For the period ended December 31, 2025

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget	% YTD
4100 - Textbooks and Core Curricula Materials	685	-	(685)	184,455	74,892	(109,563)	74,892	> 200%
4200 - Books and Other Reference Materials	164	-	(164)	8,967	-	(8,967)	-	n/a
4302 - School Supplies	54,419	22,212	(32,207)	197,026	133,272	(63,754)	266,544	73.9%
4305 - Software	2,527	-	(2,527)	282,560	-	(282,560)	-	n/a
4310 - Office Expense	-	9,333	9,333	13,713	55,998	42,285	111,996	12.2%
4311 - Business Meals	440	17,291	16,851	4,311	103,746	99,435	207,492	2.1%
4313 - Other/Operating Supplies	8,343	-	(8,343)	9,642	-	(9,642)	-	
4400 - Noncapitalized Equipment	27,734	128,504	100,770	627,278	642,520	15,242	642,520	97.6%
4700 - Food Services	78,861	34,729	(44,132)	316,542	173,645	(142,897)	382,019	82.9%
Total Books & Supplies	173,173	212,069	38,896	1,644,494	1,184,073	(460,421)	1,685,463	97.6%
Subagreement Services								
5102 - Special Education	4,240	37,682	33,442	98,864	188,410	89,546	414,502	23.9%
5103 - Substitute Teacher	40,317	-	(40,317)	43,722	-	(43,722)	-	n/a
5104 - Transportation	61,578	39,843	(21,735)	495,044	199,215	(295,829)	438,273	113.0%
5105 - Security	-	39,936	39,936	329,850	199,680	(130,170)	439,296	75.1%
5106 - Other Educational Consultants	7,345	184,080	176,735	89,470	736,320	646,850	1,840,800	4.9%
Total Subagreement Services	113,480	301,541	188,061	1,056,950	1,323,625	266,675	3,132,871	33.7%
Professional/Consulting Services								
5801 - IT	125	375	250	125	2,250	2,125	4,500	2.8%
5802 - Audit and Tax	-	16,667	16,667	17,055	50,001	32,946	50,001	34.1%
5803 - Legal	36,547	27,567	(8,980)	135,950	165,402	29,452	330,804	41.1%
5804 - Professional Development	7,899	5,927	(1,972)	26,455	23,708	(2,747)	59,270	44.6%
5805 - General Consulting	146,863	37,084	(109,779)	409,490	148,336	(261,154)	370,840	110.4%
5806 - Special Activities	11,950	-	(11,950)	82,427	-	(82,427)	-	n/a
5807 - Bank Charges	-	-	-	-	-	-	-	n/a
5808 - Printing	2,907	-	(2,907)	16,334	-	(16,334)	-	n/a
5809 - Other Taxes and Fees	(19,562)	380	19,942	6,110	1,520	(4,590)	3,800	> 200%
5810 - Payroll Service Fee	-	-	-	78,518	-	(78,518)	-	n/a
5811 - Management Fee	46,247	41,667	(4,580)	259,462	250,002	(9,460)	500,004	51.9%
5812 - District Oversight Fee	-	41,575	41,575	71,901	147,156	75,255	359,711	20.0%
5813 - LACOE Fees	3,498	-	(3,498)	3,498	-	(3,498)	-	
5814 - SELPA Fees	-	45,867	45,867	130,230	188,565	58,335	594,314	21.9%
5815 - Public Relations	-	120	120	-	480	480	1,200	0.0%
5816 - Replacement Temp Facility	45,296	-	(45,296)	1,889,226	-	(1,889,226)	-	n/a
5817 - Insurance Replacements Expense	70,999	-	(70,999)	266,579	-	(266,579)	-	n/a
Total Professional/Consulting Services	352,769	217,229	(135,540)	3,393,360	977,420	(2,415,940)	2,274,444	149.2%
Facilities, Repairs & Other Leases								
5601 - Rent	-	-	-	335	-	(335)	-	n/a
5602 - Additional Rent	15,707	-	(15,707)	(44,288)	-	44,288	-	n/a
5603 - Equipment Leases	3,540	2,917	(623)	17,409	17,502	93	35,004	49.7%
5604 - Other Leases	40,823	-	(40,823)	59,156	-	(59,156)	-	n/a
5610 - Repairs and Maintenance	11,626	30,108	18,482	142,828	180,648	37,820	361,296	39.5%
5615 - Ins Claim Costs - Temp Reloc	-	54,167	54,167	-	325,002	325,002	650,004	0.0%
Total Facilities, Repairs & Other Leases	71,696	87,192	15,496	175,440	523,152	347,712	1,046,304	16.8%
Operations & Housekeeping								
5201 - Auto and Travel Expense	1,055	564	(491)	7,093	2,820	(4,273)	6,204	114.3%
5300 - Dues & Memberships	1,603	43,229	41,626	34,190	259,374	225,184	518,748	6.6%
5400 - Insurance	206,428	48,946	(157,482)	402,712	293,676	(109,036)	587,352	68.6%
5501 - Utilities	-	40,417	40,417	35,926	242,502	206,576	485,004	7.4%
5502 - Janitorial/Trash Removal	68,875	34,408	(34,467)	293,331	206,448	(86,883)	412,896	71.0%
5516 - Miscellaneous Expense	30	1,200	1,170	13,750	4,800	(8,950)	12,000	114.6%
5531 - ASB Fundraising Expenses	20,000	-	(20,000)	20,000	-	(20,000)	-	
5900 - Communications	-	4,417	4,417	11,424	26,502	15,078	53,004	21.6%
5901 - Postage and Shipping	194	50	(144)	4,045	200	(3,845)	500	> 200%
Total Operations & Housekeeping	298,185	173,231	(124,954)	822,471	1,036,322	213,851	2,075,708	39.6%
Depreciation								
6900 - Depreciation Expense	77,527	95,058	17,531	465,162	570,348	105,186	1,140,696	40.8%
Total Depreciation	77,527	95,058	17,531	465,162	570,348	105,186	1,140,696	40.8%
Total Expenses	(747,592)	3,777,673	4,525,265	21,310,046	21,235,953	(74,093)	42,983,471	49.6%

Palisades Charter High School

Budget vs Actual

For the period ended December 31, 2025

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget	% YTD
Change in Net Assets	6,355,584	1,232,857	5,122,727	(1,065,632)	(4,065,614)	2,999,982	24,682	
Net Assets, Beginning of Period	9,124,224	0	6,355,584	16,545,440	0	(1,065,632)	0	
Net Assets, End of Period	<u>\$ 15,479,808</u>	<u>\$ 1,232,857</u>	<u>\$ 11,478,310</u>	<u>\$ 15,479,808</u>	<u>\$ (4,065,614)</u>	<u>\$ 1,934,349</u>	<u>\$ 24,682</u>	

Palisades Charter High School

Statement of Financial Position

For the period ended December 31, 2025

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 28,377,049	\$ 32,370,008	\$ (3,992,959)	(12) %
Accounts Receivable	696,561	1,655,326	(958,765)	(58) %
Public Funding Receivables	344,292	344,292	-	0 %
Prepaid Expenses	71,597	271,597	(200,000)	(74) %
Other Current Assets				
Other Short Term Assets	209,997	209,997	-	0 %
Total FSP-SoFP-Other Current Assets	209,997	209,997	-	0 %
Total Current Assets	29,699,496	34,851,220	(5,151,724)	(15) %
Long-term Assets				
Property & Equipment, Net	7,467,361	6,568,895	898,466	14 %
Deposits	400,000	400,000	-	0 %
Total Long-term Assets	7,867,361	6,968,895	898,466	13 %
Total Assets	\$ 37,566,857	\$ 41,820,115	\$ (4,253,258)	(10) %
Liabilities				
Current Liabilities				
Accounts Payable	\$ 1,079,173	\$ 1,815,843	\$ (736,670)	(41) %
Accrued Liabilities	17,912,542	20,199,137	(2,286,595)	(11) %
Deferred Revenue	3,095,334	3,259,694	(164,360)	(5) %
Total Current Liabilities	22,087,049	25,274,674	(3,187,625)	(13) %
Total Liabilities	22,087,049	25,274,674	(3,187,625)	(13) %
Net Asset	15,479,808	16,545,440	(1,065,632)	(6) %
Liabilities & Net Assets	\$ 37,566,857	\$ 41,820,115	\$ (4,253,258)	(10) %

Palisades Charter High School

Statement of Cash Flows

For the period ended December 31, 2025

	Month Ended 12/31/25	YTD Ended 12/31/25
Cash Flows from Operating Activities		
Change in Net Assets	\$ 6,355,584	\$ (1,065,632)
Adjustments		
Depreciation	77,527	465,162
(Increase) Decrease in Operating Assets		
Grants, Contributions & Pledges Receivable	-	958,765
Prepaid Expenses	-	200,000
Increase (Decrease) in Operating Liabilities		
Accounts Payable	(1,343,429)	(736,670)
Accrued Expenses	(4,420,107)	(2,286,596)
Deferred Revenue	(888,257)	(164,359)
Total Cash Flows from Operating Activities	(218,682)	(2,629,330)
Cash Flows from Investing Activities		
Purchases of Property & Equipment	-	(1,363,629)
Total Cash Flows from Investing Activities	-	(1,363,629)
Change in Cash and Cash Equivalents	(218,682)	(3,992,959)
Cash & Cash Equivalents, Beginning of Period	28,595,732	32,370,008
Cash & Cash Equivalents, End of Period	\$ 28,377,049	\$ 28,377,049

Palisades Charter High School

Check Register

For the period ended December 31, 2025

Check/Voucher No.	Vendor	Check Date	Amount Applied
10313	UTLA	12/2/2025	11,983.64
10315	TIER ONE MECHANICAL INC	12/9/2025	2,300.00
10316	City of Santa Monica	12/9/2025	5,500.00
10317	CHARTER SAFE	12/12/2025	250,280.00
10318	AstroTurf Corporation	12/19/2025	1,338,629.00
ACH	SchoolsFirst Plan Administration, LLC	12/9/2025	48,721.64
ACH	SchoolsFirst Plan Administration, LLC	12/15/2025	48,252.79
ACH	SISC FLEX	12/15/2025	4,745.00
ACH	AMY LETCHER	12/22/2025	500.00
ACH	SARAH ROSENTHAL	12/8/2025	1,530.54
ACH	NEON ONE LLC	12/8/2025	75.00
ACH	CITY OF LA DEPT OF RECREATION AND PARKS	12/8/2025	5,072.00
ACH	SUE LIMSUKONTH SELZER	12/8/2025	5,912.50
ACH	BSN Sports LLC	12/8/2025	9,316.82
ACH	SOCAL DECA	12/8/2025	85.00
ACH	EXCEPTIONAL CHILDREN'S FOUNDATION - KAYNE ERAS CENTER	12/8/2025	8,082.81
ACH	AMERICAN TRANSPORTATION SYSTEMS	12/8/2025	9,266.65
ACH	APPLEONE EMPLOYMENT SERVICES	12/8/2025	3,162.12
ACH	DAVID K. MEYERS	12/8/2025	975.00
ACH	ADMINISTRATIVE SERV. CO-OP	12/8/2025	\$ 11,165.40
ACH	Brad Kolavo	12/8/2025	718.55
ACH	METRO TWO WAY COMMUNICATIONS	12/8/2025	4,712.18
ACH	Michael A. Schlotter	12/8/2025	2,000.00
ACH	CONTAINER ALLIANCE COMPANY	12/8/2025	83.74
ACH	Cross Country Staffing	12/8/2025	39,975.19
ACH	Thomas Kato	12/8/2025	1,500.00
ACH	CHARTER IMPACT	12/8/2025	46,247.00
ACH	ST. MORITZ SECURITY SERVICES INC	12/8/2025	30,942.08
ACH	Suples, LTD	12/8/2025	686.00
ACH	Flip 1st Gymnastics Center	12/8/2025	600.00
ACH	Sean McDermott	12/8/2025	2,100.00
ACH	TEACHERS ON RESERVE, LLC	12/8/2025	7,945.98
ACH	Bridgeport West School	12/8/2025	5,726.72
ACH	RICKY STEIL	12/8/2025	2,136.25
ACH	PROCOPIO, CORY, HARGREAVES & SAVITCH	12/8/2025	1,526.50

Palisades Charter High School

Check Register

For the period ended December 31, 2025

Check/Voucher No.	Vendor	Check Date	Amount Applied
ACH	FLOYD SKEREN MANUKIAN LANGEVIN LLP	12/8/2025	286.00
ACH	Comprehensive Therapy Associates, Inc.	12/8/2025	1,943.00
ACH	RICHARD MONTZ	12/15/2025	2,651.63
ACH	DIANA KIM	12/15/2025	516.23
ACH	WILLIAMS SCOTSMAN	12/15/2025	31,612.00
ACH	Cross Country Staffing	12/15/2025	4,160.00
ACH	JULIE BENKE	12/15/2025	374.19
ACH	MYRNA CERVANTES	12/15/2025	235.30
ACH	CHARTER IMPACT	12/15/2025	183.47
ACH	KOHL BUILDING MAINTENANCE	12/15/2025	36,214.73
ACH	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	12/15/2025	974.50
ACH	BFS LANDSCAPE ARCHITECTS	12/15/2025	2,969.00
ACH	BSN Sports LLC	12/15/2025	5,627.28
ACH	Climatec LLC	12/15/2025	1,050.00
ACH	DAVE SUAREZ	12/15/2025	1,197.50
ACH	TEACHERS ON RESERVE, LLC	12/15/2025	3,732.95
ACH	RUBY ANDERSON	12/15/2025	1,100.00
ACH	CHERI SMITH	12/15/2025	1,410.80
ACH	Vanaman German LLP	12/15/2025	7,500.00
ACH	STATE OF CA DEPARTMENT OF JUSTICE	12/15/2025	369.00
ACH	Easysuite Software	12/15/2025	2,527.29
ACH	Nick Rail Music	12/15/2025	3,114.84
ACH	SHAW HR CONSULTING	12/15/2025	1,800.00
ACH	Brad Kolavo	12/15/2025	228.67
ACH	Robbie McKinzie-Johnson	12/15/2025	49.35
ACH	PAMELA MAGEE	12/15/2025	384.19
ACH	ALLURE PEST MANAGEMENT INC	12/15/2025	198.00
ACH	FLOYD SKEREN MANUKIAN LANGEVIN LLP	12/15/2025	754.00
ACH	BROOKE COLLETTI	12/15/2025	650.00
ACH	AMAZON CAPITAL SERVICES, INC	12/15/2025	7,031.11
ACH	PALISADES CHAMBER OF COMMERCE	12/15/2025	45.00
ACH	ANGELICA PEREYRA	12/22/2025	3,059.60
ACH	The Boelter Companies Inc.	12/22/2025	27,733.58
ACH	City of Santa Monica Finance & Billing Collections x1702	12/22/2025	1,995.24
ACH	DAVID CARINI	12/22/2025	344.17
ACH	BFS LANDSCAPE ARCHITECTS	12/22/2025	3,400.00

Palisades Charter High School

Check Register

For the period ended December 31, 2025

Check/Voucher No.	Vendor	Check Date	Amount Applied
ACH	BSN Sports LLC	12/22/2025	7,085.79
ACH	SOCAL DECA	12/22/2025	10,115.00
ACH	KNORR SYSTEMS, INC.	12/22/2025	7,813.13
ACH	EXCEPTIONAL CHILDREN'S FOUNDATION - KAYNE ERAS CENTER	12/22/2025	4,679.61
ACH	AMERICAN TRANSPORTATION SYSTEMS	12/22/2025	34,320.58
ACH	City of Santa Monica Finance & Billing Collections x1802	12/22/2025	137.56
ACH	APPLEONE EMPLOYMENT SERVICES	12/22/2025	3,162.12
ACH	Barton Designs	12/22/2025	3,395.00
ACH	DAVID K. MEYERS	12/22/2025	975.00
ACH	SHAW HR CONSULTING	12/22/2025	1,600.00
ACH	INNOVATIONS ASSOCIATES	12/22/2025	175.00
ACH	MPS	12/22/2025	685.17
ACH	City of Santa Monica	12/22/2025	6,913.66
ACH	ULINE	12/22/2025	2,394.24
ACH	CONTAINER ALLIANCE COMPANY	12/22/2025	170.56
ACH	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	12/22/2025	12,762.48
ACH	Berkeley Research Group, LLC	12/22/2025	35,846.47
ACH	DIANA KIM	12/22/2025	96.85
ACH	MARTHA MONAHAN	12/22/2025	2,851.25
ACH	BOOKLIST Publications	12/22/2025	184.95
ACH	CHARTWELLS DINING SERVICE	12/22/2025	78,532.03
ACH	WILLIAMS SCOTSMAN	12/22/2025	5,001.47
ACH	Cross Country Staffing	12/22/2025	16,640.00
ACH	Appliance Repair Pros	12/22/2025	329.00
ACH	Mia Belew	12/22/2025	500.00
ACH	California Commerical Pools, Inc.	12/22/2025	70,998.52
ACH	KOHL BUILDING MAINTENANCE	12/22/2025	32,659.68
ACH	American Red Cross	12/22/2025	320.00
ACH	CARLIN MCARTHUR KEVIN BIRD	12/22/2025	378.00
ACH	Charles Capp	12/22/2025	700.00
ACH	MICHAEL DEITZ	12/22/2025	990.50
ACH	Cross Country Education	12/22/2025	4,691.83
ACH	SMMUSD	12/22/2025	29,684.00
ACH	TEACHERS ON RESERVE, LLC	12/22/2025	19,541.40
ACH	LISA SAXON	12/22/2025	99.71

Palisades Charter High School

Check Register

For the period ended December 31, 2025

Check/Voucher No.	Vendor	Check Date	Amount Applied
ACH	Keysi S. Sernas Lopez	12/22/2025	210.00
ACH	APRIL SCHOELLNAST	12/22/2025	3,138.05
ACH	US BANK CORPORATE PAYMENT SYSTEMS	12/15/2025	19,914.64
ACH	SISC FLEX	12/19/2025	401,003.55
ACH	ADP, INC.	12/22/2025	70.00
VOID	AMY LETCHER	12/8/2025	VOID
VOID	AMY LETCHER	12/19/2025	VOID
VOID	SCHOOLSFIRST FEDERAL CREDIT UNION	12/3/2025	VOID
Total Disbursements in December			<u>\$ 2,890,645.52</u>

Palisades Charter High School

Accounts Payable Aging

For the period ended December 31, 2025

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
ADP, INC.	707253461	12/12/2025	\$ -	\$ 1,149	\$ -	\$ -	\$ -	\$ 1,149
ADP, INC.	707253461	12/12/2025	-	1,131	-	-	-	1,131
AFLAC	066733	12/23/2025	-	1,186	-	-	-	1,186
AMERICAN TRANSPORTATION SYST 147263		1/3/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST 147304		1/3/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST 147302		1/2/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST 147288		1/11/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST 147258		1/1/2026	883	-	-	-	-	883
AMERICAN TRANSPORTATION SYST 147290		1/11/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST 147287		1/11/2026	859	-	-	-	-	859
AMERICAN TRANSPORTATION SYST 146864		1/14/2026	3,687	-	-	-	-	3,687
AMERICAN TRANSPORTATION SYST 147303		1/2/2026	1,106	-	-	-	-	1,106
APPLEONE EMPLOYMENT SERVICE 01-7215980		12/27/2025	-	1,216	-	-	-	1,216
ATKINSON, ANDELSON, LOYA, RUU 767044		11/30/2025	-	-	3,855	-	-	3,855
ATKINSON, ANDELSON, LOYA, RUU 767044		11/30/2025	-	-	1,649	-	-	1,649
ATKINSON, ANDELSON, LOYA, RUU 771602		12/30/2025	-	3,462	-	-	-	3,462
BSN Sports LLC	932461687	1/8/2026	4,201	-	-	-	-	4,201
BSN Sports LLC	932531118	1/11/2026	5,616	-	-	-	-	5,616
BSN Sports LLC	932266691	12/26/2025	-	2,462	-	-	-	2,462
BSN Sports LLC	932600050	1/15/2026	4,378	-	-	-	-	4,378
Cengage Learning Inc	999101348568	10/13/2025	-	-	-	(11,591)	-	(11,591)
Chrissy Stirling	STIR110425	11/4/2025	-	-	31	-	-	31
CONTAINER ALLIANCE COMPANY	INV-007768	12/17/2025	-	171	-	-	-	171
Cross Country Staffing	7892338	1/11/2026	4,160	-	-	-	-	4,160
CTA MEMBERSHIP DEPARTMENT	CTAM121025	12/23/2025	-	175	-	-	-	175
CTA MEMBERSHIP DEPARTMENT	CTAM121025	12/23/2025	-	2,403	-	-	-	2,403
FedEx Office	116100109481	11/5/2025	-	-	92	-	-	92

Palisades Charter High School

Accounts Payable Aging

For the period ended December 31, 2025

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
FedEx Office	116100109480	11/5/2025	-	-	30	-	-	30
FedEx Office	116100109472	11/5/2025	-	-	72	-	-	72
FedEx Office	116100402751	11/6/2025	-	-	48	-	-	48
FedEx Office	116100402746	11/6/2025	-	-	73	-	-	73
FedEx Office	116100402745	11/6/2025	-	-	51	-	-	51
FedEx Office	116100402750	11/6/2025	-	-	156	-	-	156
FedEx Office	116100402747	11/6/2025	-	-	58	-	-	58
FedEx Office	116100402749	11/6/2025	-	-	42	-	-	42
FedEx Office	116100402756	11/7/2025	-	-	1,280	-	-	1,280
FedEx Office	116100402753	11/7/2025	-	-	69	-	-	69
FedEx Office	116100402754	11/7/2025	-	-	22	-	-	22
FedEx Office	116100319350	11/8/2025	-	-	18	-	-	18
FedEx Office	116100319349	11/8/2025	-	-	17	-	-	17
FedEx Office	116100319351	11/8/2025	-	-	18	-	-	18
FedEx Office	116100319343	11/8/2025	-	-	145	-	-	145
FedEx Office	116100109567	11/8/2025	-	-	2	-	-	2
FedEx Office	116100402796	11/9/2025	-	-	12	-	-	12
FedEx Office	116100402795	11/9/2025	-	-	22	-	-	22
FedEx Office	116100402794	11/9/2025	-	-	1	-	-	1
FedEx Office	116100319498	11/12/2025	-	-	30	-	-	30
FedEx Office	116100319497	11/12/2025	-	-	75	-	-	75
FedEx Office	116100319496	11/12/2025	-	-	41	-	-	41
FedEx Office	116100319571	11/13/2025	-	-	6	-	-	6
FedEx Office	116100319628	11/14/2025	-	-	32	-	-	32
FedEx Office	116100319993	11/22/2025	-	-	6	-	-	6
FedEx Office	116100319674	12/2/2025	-	7	-	-	-	7
FedEx Office	116100109486	11/5/2025	-	-	24	-	-	24

Palisades Charter High School

Accounts Payable Aging

For the period ended December 31, 2025

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
FedEx Office	116100109487	11/5/2025	-	-	5	-	-	5
FedEx Office	116100109484	11/5/2025	-	-	148	-	-	148
FedEx Office	116100402701	11/1/2025	-	-	75	-	-	75
FedEx Office	116100402705	11/1/2025	-	-	71	-	-	71
FedEx Office	116100402704	11/1/2025	-	-	26	-	-	26
FedEx Office	116100402700	11/1/2025	-	-	4	-	-	4
FedEx Office	116100402702	11/1/2025	-	-	20	-	-	20
FedEx Office	116100402703	11/1/2025	-	-	56	-	-	56
FedEx Office	116100109371	10/31/2025	-	-	-	29	-	29
FedEx Office	116100402688	10/31/2025	-	-	-	24	-	24
Flip 1st Gymnastics Center	105	12/2/2025	-	800	-	-	-	800
Flip 1st Gymnastics Center	106	12/19/2025	-	400	-	-	-	400
MR. FISH AQUARIUM & POND SERV	70064	12/17/2025	-	14,800	-	-	-	14,800
Peter Lynn Kites Unlimited	INV-4469	12/7/2025	-	5,290	-	-	-	5,290
Scott S Davis	001	12/9/2025	-	3,000	-	-	-	3,000
SMMUSD	8710	12/4/2025	-	443	-	-	-	443
SMMUSD	8710	12/4/2025	-	4,620	-	-	-	4,620
SMMUSD	8710	12/4/2025	-	60	-	-	-	60
TEACHERS ON RESERVE, LLC	100029	11/16/2025	-	-	3,764	-	-	3,764
TEACHERS ON RESERVE, LLC	100127	11/30/2025	-	-	5,332	-	-	5,332
THE COOP BJJ LLC	DEC2025	1/18/2026	2,000	-	-	-	-	2,000
UC REGENTS	53665	12/19/2025	-	2,400	-	-	-	2,400
UC REGENTS	53665	12/19/2025	-	1,271	-	-	-	1,271
UTLA	UTLA122025	12/23/2025	-	11,984	-	-	-	11,984

Total Outstanding Invoices

\$ 31,185 \$ 58,429 \$ 17,478 \$ (11,538) \$ - \$ 95,555

Palisades Charter High School

Accounts Payable Aging

For the period ended December 31, 2025

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
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Coversheet

Executive Director/Principal (EDP) Report

Section: II. Organizational Reports
Item: L. Executive Director/Principal (EDP) Report
Purpose: FYI
Submitted by:
Related Material: EDP Board Report 02_24_2026.pdf
PaliCHS-CommunityFAQ-FINAL.pdf
Pali HS - Community Mtg 2_12_26_61_.pdf



PALISADES CHARTER HIGH SCHOOL

Empowering Educational Excellence.

Executive Director/Principal Report Board of Trustees Meeting February 24, 2026

Our mission: 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 2025-2026 Schoolwide Goals \(Board approved October 14, 2025\)](#)

Schoolwide Goals: Academic Achievement, Communication, Diversity, Student Socioemotional Well-being and Health, Fiscal/Fundraising & Development

A. Environmental Testing Update

Palisades Charter High School in collaboration with our landlord and charter authorizer LAUSD is committed to providing a safe environment for all who report to our campus. Following the extensive testing and cleaning required to return to the school site, additional testing and monitoring will be ongoing.

The following information was provided by Carlos Torres, Director of the LAUSD Office of Environmental Health and Safety (OEHS):

- *OEHS has posted the following FAQ that addresses questions received about testing, remediation, ongoing monitoring, and more. Here is a direct link: <https://4.files.edl.io/b519/02/20/26/234629-c5e84543-b28a-4011-b8fa-febcbe7763ab.pdf>. It can also be found atop the PCHS section of the wildfire response page [HERE](#). (In addition, the FAQ is included in the 2/24/26 PCHS Board of Trustees meeting materials.)*
- *There is a thorough discussion of the TO-15 versus TO-17 sampling issue with a very definitive statement about conducting sampling for additional VOCs at the end of Question #3.*
- *Follow up sampling that has been deemed pertinent by OEHS will be conducted over spring break. OEHS is also working with a consultant to plan for additional VOC sampling, not because it is needed from a scientific point of view but to address the concerns that have been voiced. OEHS has also posted general Best Management Practices for schools after a wildfire event.*

Additional Resources:

- [LA Unified Know Your Air Network](#)
- [LAUSD Office of Environmental Health & Safety](#)
- [LAUSD Office of Environmental Health & Safety January 2025 Wildfire Response](#)

B. New Construction Informational Meeting (February 12, 2026)

The final informational webinar regarding new construction on the PCHS campus was hosted by LAUSD for the PCHS community. View the meeting slides [HERE](#).

New construction coming fall 2028



C. Admissions and Enrollment

2026-27 Late Applications							
	Approved	Accepted	Hold	Denied	Not Coming	Duplicate	Total
Grade 9	1	180	3	0	1	16	201
Grade 10	0	55	0	0	0	9	64
Grade 11	2	40	2	1	1	1	47
Grade 12	2	16	0	1	0	2	21
Total	5	291	5	2	2	28	333

2026-27 Lottery Applications							
	Approved	Accepted	Hold	Denied	Not Coming	Duplicate	Total
Grade 9	11	647	73	0	47	0	778
Grade 10	0	27	2	1	19	0	49
Grade 11	1	25	2	0	20	1	49
Grade 12	0	9	1	0	7	0	17
Total	12	708	78	1	93	1	893

2027 Enrollment	9th	10th	11th	12th	Total
Feb. 19	686	544	572	564	2367
2026 Enrollment	9th	10th	11th	12th	Total
Feb. 19	530	572	602	664	2368

*Projections are calculated based on a 10% attrition rate of current students and 20% of students who applied. Grade 9 factors in an attrition rate of 25% of applications.

- Ongoing School Tours now include Saturdays – Over 200 parents and students toured this past weeked with approximately the same number expected next weekend!
- Future Dolphin Night - April 9

D. Communications

As Pali High makes the transition back to the Palisades, letting the community know that our school is thriving has been essential for enrollment messaging. The Pali High return to campus has been well covered by the media in recent weeks.

RETURN TO CAMPUS MEDIA COVERAGE

On January 27, students, faculty, and staff returned to Pali High Main Campus. The momentous event was covered by all five major broadcast networks along with local and national print outlets. Overall, the effort delivered over **425 stories and mentions**, reaching an estimated **audience of 39 million** and **\$2.7M in media value**.



E. Professional Development

PCHS will follow a **Minimum Day Schedule on Thursday, February 26** to provide time for professional development. Session topics include:

- AI in the Classroom with guest presenter Davis Schniderman
- CAASPP Training and NWEA: Refresher and Performance Matters Data led by Alice Choi-Kim.

PCHS is also coordinating **pull out time for departments and PLCs** to engage in focused professional dialogue regarding good first teaching, data analysis (Grades, Test scores, NWEA, Performance Matters Common Assessment), and small-group differentiation. The goal of this focused time is to create more robust Tier 1 instruction (Good First Teaching), intervention strategies, meaningful collaboration across teams, analyze data from Fall semester Common Assessment and identify next steps in teaching state aligned standard based lessons.

All PLCs have been given a Spring Semester folder which will include completing a PDSA (Plan, Do, Study, and Act) Cycle based on their Problem of Practice. In addition, they will create and collect data of a common assessment using Performance Matters. Based on data, PLCs will discuss ways to differentiate their teaching strategies and focus on in-class intervention plans.

In addition, **grading practice** discussions with departments chairs will resume.

F. Mental Health Support During the Transition Back to the Palisades

The Counseling Office including the Mental Health Team remains deeply aware that the ongoing transition back to the Palisades continues to affect students in different ways. Many students are managing lingering stress, anxiety, and adjustment challenges related to displacement, loss, and disrupted routines.

To address these needs, the Counseling Department, in collaboration with Psychiatric Social Workers and wellness staff, continues to provide:

- Individual counseling support
- Crisis response and referral services
- Ongoing monitoring of student well-being

Counselors are proactively identifying students who may need additional emotional support and will coordinate with teachers and administrators to ensure appropriate academic flexibility when warranted. Staff are maintaining a trauma-informed approach, recognizing that academic performance and emotional well-being are closely connected.



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

Introduction

The following frequently asked questions (FAQs) were compiled from the most commonly received questions regarding the investigation and remediation at Palisades Charter High School (*Palisades CHS*) following the 2025 Palisades Fire, as well as commonly received questions pertaining to monitoring and maintenance of the school now that students and faculty have returned to campus.

Frequently Asked Questions

1) *I have heard Los Angeles Unified School District (LAUSD) took a “remedy first approach”, what does that mean?*

- a) LAUSD’s approach was to implement the remedy first, i.e. before any sampling. This means LAUSD remediated all areas and remaining contents within the school, regardless of whether or not remediation would have been deemed necessary by sampling results. With this approach, very minimal sampling was performed prior to remediation. Instead, LAUSD sampled post-remediation to document that conditions were safe for reoccupation.

2) *What specific actions were performed in the interior spaces of Palisades CHS as part of this Remedy First Approach?*

- a) In the interiors of existing buildings, environmental contractors removed impacted materials and performed full environmental cleaning in all classrooms, offices, and other spaces. This included High Efficiency Particulate Air (HEPA) vacuuming and wet wiping of all surfaces, cleaning of air ducts, and the use of hydroxyl generators and air scrubbers. As mentioned, this was completed regardless of whether fire-related contamination was identified. As needed, additional materials were removed to expedite the comprehensive decontamination and cleaning effort.



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

Prior to occupancy and the return to school operations, surface dust and air sampling were conducted in each building, including the new bungalows, for contaminants associated with urban wildfires. This testing, done under the oversight of environmental professionals and certified industrial hygienists, demonstrates the successful removal of fire debris and contamination from the campus.

3) *How did LAUSD determine what sampling method was appropriate for indoor air testing (TO-15 and/or TO-17)?*

- a) LAUSD engaged consultants with extensive urban wildfire experience to guide all testing decisions, and our sampling strategy for fire-related volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) was specifically designed to screen for smoke and fire residue and is consistent with the American Industrial Hygiene Association (AIHA) Technical Guide for Wildfire Impact Assessments.

The AIHA guidance specifically identifies EPA Method TO-17 as a first consideration for identifying residual wildfire impacts. They expand upon this recommendation to say that while TO-17 is appropriate, the standard EPA Method TO-17 analytical suite is focused on industrial solvents and petroleum compounds and therefore not optimized for assessing wildfire impacts. To account for this, they recommend that a more targeted analytical suite should be developed and utilized.

Therefore, LAUSD's environmental consultant intentionally focused on fire-specific and less volatile compounds that persist longer and are more indicative of potential health risks, rather than highly volatile TO-15 compounds, which dissipate rapidly in the absence of a continuous source. Because these heavier compounds were not detected, the presence of lighter VOCs would also not be expected, a conclusion supported by findings from the Los Angeles Fire



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

Health Study Consortium showing VOC levels decline significantly over time following fires.

After decontamination and a building flush-out period, both our environmental consultants and Certified Industrial Hygienist determined that no remaining source is likely to off-gas lighter compounds, making full-suite TO-15 sampling (including petroleum and chlorinated VOCs such as benzene, carbon tetrachloride, and tetrachloroethene [commonly known as PCE or PERC]) unnecessary and not useful in this fire recovery context, particularly more than a year after the fire.

We are actively engaged with the team at the Los Angeles Fire Health Study Consortium to discuss the recommendations in their letter of support for how environmental assessments were conducted. It is clear that sampling for a wider variety of VOCs using EPA Methods TO-15 or TO-17 may be considered from a performative stance solely to address community concerns and not due to any actual risk posed by residual impacts from the Palisades Fire.

4) How will LAUSD continue to monitor air quality at Palisades Charter High School?

- a) Air quality at Palisades CHS will be continuously monitored via outdoor and indoor air monitors. Palisades CHS is equipped with four outdoor air monitoring locations, primarily located along perimeter areas of the campus. Each location monitors fine particulates (PM_{2.5}), dust (PM₁₀), nitrogen dioxide, and weather information such as temperature, relative humidity, and wind conditions and generates an air quality index (AQI).
 - i) An AQI is generated by measuring contaminants, such as PM_{2.5} and is used by the EPA for communicating air quality. The EPA considers an AQI value of 100 or below acceptable for air quality. If the AQI value is over 100, response actions shall be implemented, such as closing exterior windows and doors.



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

- ii) Outdoor air quality information can be found at <https://www.lausd.org/KnowYourAirNetwork>. Information regarding indoor air quality monitoring is provided below in response to question 5.

Periodic monitoring will consist of air and surface wipe samples and at regular intervals or in response to air quality trigger events, as informed by LAUSD's Know Your Air Network.

Representative air samples will be collected from each building and analyzed for fire-related compounds using United States Environmental Protection Agency (EPA) method TO-17.

The first periodic air monitoring event at Palisades CHS is scheduled for the week of spring recess (March 30 through April 3, 2026).

5) What measures will be taken to monitor and improve indoor air quality (filtration, ventilation, etc.)?

- a) Palisades CHS is responsible for maintaining and operating portable air purifiers equipped with HEPA and carbon/activated charcoal air filters in each classroom and occupied space.

The Heating, Ventilation, and Air Conditioning (HVAC) system for each building is equipped with Minimum Efficiency Reporting Value (MERV)-13 filters. MERV-13 filters are high efficiency filters commonly installed as part of "healthy building" standards in schools, hospitals, and other air quality sensitive environments. Palisades CHS is responsible for periodic inspections and change out of filters as necessary.

LAUSD's Office of Environmental Health and Safety (OEHS) has recommended Palisades CHS maximize fresh air intake and ventilation rates, as system design allows, for continuous flushing of indoor air.



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

- b) Palisades CHS is equipped with four indoor air quality monitors, located in communal spaces and a mobile unit. Each unit monitors fine particulates (PM_{2.5}), carbon dioxide (CO₂), temperature, and relative humidity.
 - i) An air quality index (AQI) is generated by measuring contaminants, such as PM_{2.5} and is used by the EPA for communicating air quality. The EPA considers an AQI value of 100 or below acceptable for air quality. If the indoor AQI value is over 100, response actions shall be implemented, including using a portable air purifier and changing air filters as necessary. It is important to note that indoor air and outdoor air AQIs are based on different inputs and therefore not directly comparable.
- c) Indoor air monitoring data for Palisades CHS is monitored by OEHS and Palisades CHS personnel.

6) What if students or staff observe evidence of contamination?

- a) Observations of smoke odor, visible soot or ash, or damaged building materials should be reported to School Administrators, who will notify LAUSD for further evaluation. If required, additional investigation or remediation may be conducted.

7) Why weren't porous materials such as ceiling tiles removed?

- a) While porous materials, such as ceiling tiles, can potentially absorb and later release (off gas) VOCs and SVOCs, removal was determined to be unnecessary because potential risks were addressed under the following mitigations:
 - i) **Cleaning and Natural Decay:** Off-gassing rates naturally decrease over time without a source. A sample collected at a given moment can represent a "worst-case" sample compared to future samples collected under similar conditions. Following the cleaning of the ceiling tiles, they



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

were allowed to off gas for up to six months, including through the warm summer months.

- ii) **Hydroxyl Treatment:** Following the initial off-gassing period, all occupied spaces were subjected to hydroxyl treatment. This oxidation process breaks down VOCs at an accelerated rate.
- iii) **Active Flush Out:** As a final safeguard, LAUSD used high-volume ventilation equipment and carbon filters to perform “flush out” for a minimum of 72 hours. This step ensured that any remaining trace contaminants were captured and removed from the building interiors.

Results of the pre-occupancy sampling indicate that cleaning and other decontamination methods utilized at the school were effective at removing particulate matter and post-wildfire compounds.

8) What about other porous materials such as wooden furniture?

- a) Results of LAUSD’s air sampling indicate that other porous materials such as wood furniture or ceiling materials are not a significant source of fire-related compounds, therefore their removal is not necessary, and the interior spaces are safe to occupy. As noted above, the results of the pre-occupancy sampling indicate that cleaning and other decontamination methods utilized at the school were effective at removing particulate matter and post-wildfire compounds

Should future air sampling results indicate the presence of fire-related contamination, further remediation or removal actions will be taken.

9) Was asbestos identified and if so, how is it being managed?

- a) Following the remediation of Palisades CHS interior spaces and again during pre-occupancy sampling, air samples were collected in interior spaces and



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

analyzed for asbestos, among other potential contaminants. The results of the sampling did not include any detections of asbestos.

LAUSD's Facilities Environmental Technical Unit (FETU) oversees hazardous material abatement, including asbestos-containing materials (ACM), and implements an Asbestos Management Plan in compliance with State regulations and the federal Asbestos Hazard Emergency Response Act (AHERA). During the Palisades Charter High School remediation process, any ACM that were damaged, disturbed, or affected by the wildfire incident were abated by a licensed asbestos abatement contractor (Air Inc.) under the oversight of FETU and Citadel Environmental, the District's environmental consulting firm. All other asbestos-containing building materials that were intact, undisturbed, and not affected by the wildfire incident were managed in place in accordance with the Asbestos Management Plan by trained and certified Maintenance and Operations personnel, including both LAUSD and Palisades Charter staff.

- i) Furthermore, the U.S. Army Corps of Engineers removed asbestos-containing materials and structural debris as part of their Phase 2 debris removal process for the 2025 Palisades fire. At Palisades CHS, this included removal of ACM and structural debris around the footprints of damaged buildings.

Any damaged suspect ACM should be reported to School Administrators, who will notify LAUSD for further evaluation.

10) What protocols will be implemented to avoid recontamination during neighborhood reconstruction?

- a) LAUSD has provided Palisades CHS guidance documents to be implemented to help mitigate recontamination during reconstruction activities, and its contents are summarized below. This full guidance document will be posted to the incident web page.



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

LAUSD recommends adjusting cleaning frequency based on visual observations and space usage as well as implementation of the following best management practices during the post-fire monitoring period:

- i) Use of entrance mats or similar means at entryways to prevent tracking in dirt and dust;
- ii) Review real-time outdoor air monitoring dashboard and following air quality recommendations shown;
- iii) If the outdoor air AQI is greater than 100, all doors and windows should be closed, and fresh air intake of the HVAC system should be lowered when the AQI is greater than 150;
- iv) Soft surface cleaning frequency should be increased and augmented to include the use of a vacuum equipped with a HEPA filter
- v) Hard surface cleaning frequency should be increased and augmented to include damp wiping, wet mopping, and/or HEPA vacuuming, particularly in classrooms, offices, and high-traffic areas; and
- vi) Avoid dry sweeping or dry dusting, as these practices can resuspend particulates in the air.

11) How will health issues be tracked?

- a) Palisades CHS operates as an independent charter with their own nursing staff. Decisions regarding student health will be made by Palisades CHS Administrative Staff.

12) Why weren't the standing buildings at Palisades CHS torn down to studs and rebuilt like some of the standing homes in the Palisades?

- a) LAUSD does not have insight into the specific evaluations or decision-making factors that led to certain homes being remediated to the studs.



Frequently Asked Questions (FAQs) for Environmental Work Completed at Palisades Charter High School

For its schools in the Palisades, LAUSD conducted a comprehensive, science-based evaluation of the impacted buildings to determine what actions were necessary to support safe re-occupancy. This evaluation considered multiple factors, including the type and composition of building materials, structural integrity, extent and nature of fire exposure, and the characteristics of fire-related contaminants. Based on this holistic assessment, removal of materials down to the studs was determined to be unwarranted.

To reach this conclusion, LAUSD engaged and consulted with multiple stakeholders, including research-based university partners, third-party environmental consultants, architects, and structural engineers. Together, these experts evaluated the conditions of the buildings and confirmed that targeted remediation, cleaning, and verification, rather than full demolition, was sufficient to provide a safe and appropriate environment for students and staff.



Palisades Charter High School Reconstruction Project

Palisades CHS Community Meeting

February 12, 2026

Agenda –

I. Welcome & Meeting Logistics

- Lorena Padilla-Melendez, Director of Community Relations, LAUSD

II. Project Update

- Issam Dahdul, Director of Facilities Planning and Development, LAUSD

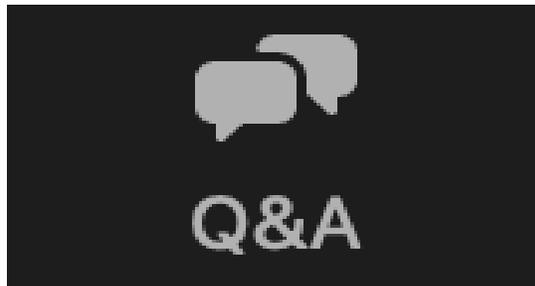
III. Final Design Presentation

- Jeffrey Zolan, Project Manager, DLR Group
- Alenoush Aghajanians, Principal Design Leader, DLR Group

IV. Next Steps

- Questions, Comments & Community Engagement Next Steps

Zoom Webinar – How to ask questions and make comments



To ask a question or provide a comment, please use the "Q&A" icon and submit it at any time during the meeting.

PROJECT UPDATE

LAUSD – ASSET MANAGEMENT

Palisades Charter HS Campus Reconstruction Project

Board Approved June 3, 2025

\$266M –Bond Funds target to upgrade and expand charter school facilities

Reimbursement will be pursued through insurance and FEMA

Scope – replace facilities that were destroyed in the fire, including:

- General/specialty classrooms, support spaces, and athletic support buildings
 - Includes portable buildings that remained post fire that have been removed due to extensive mitigation requirements
- Infrastructure, landscape, track and field and other impacted facilities
- Both temporary and permanent facilities will be constructed to serve the student populations that were present prior to the fire.

New Construction – Program Overview

New Classroom Building

- 21 General Classrooms
- 1 Flexible Science Lab w/ workroom
- 1 Flexible Engineering Classroom
- 1 Media and Filmmaking Classroom
- 1 Multi-Media Computer Technology Classroom
- 1 Special Ed Type III Classroom w/support spaces
- 1 Special Ed Type I Classroom

- Collaboration Spaces, Workrooms, RSP, & Storage

- Administrative Spaces: 13 faculty/staff offices, 1 IEP Office, Conference Rooms, Clerical Areas, & Reception/Public Waiting

- Restrooms for students and staff

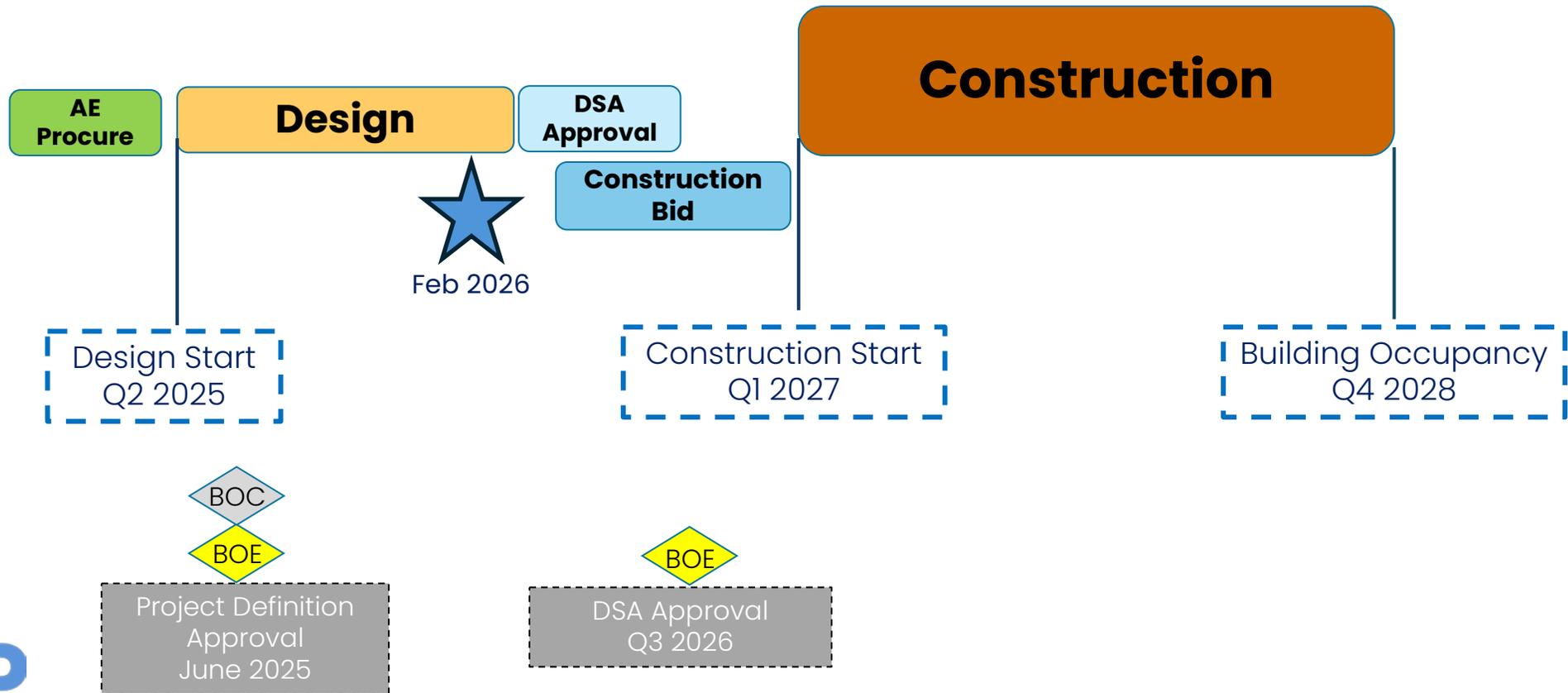
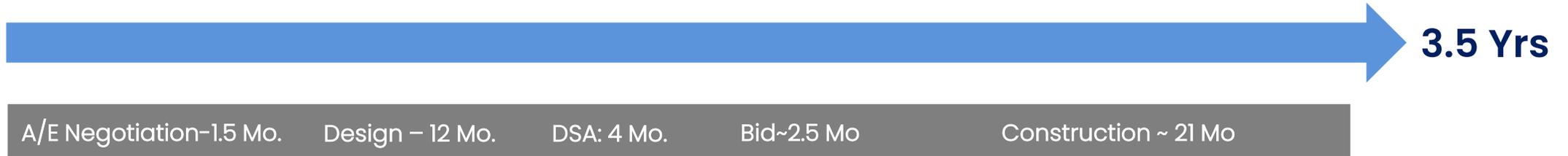
Palisades Academy

- 3 General Classrooms
- 3 faculty/staff offices

Athletic Field Areas

- 2 x Athletic Support Spaces
- Ticket Booth
- Baseball Field

Anticipated Reconstruction Timeline

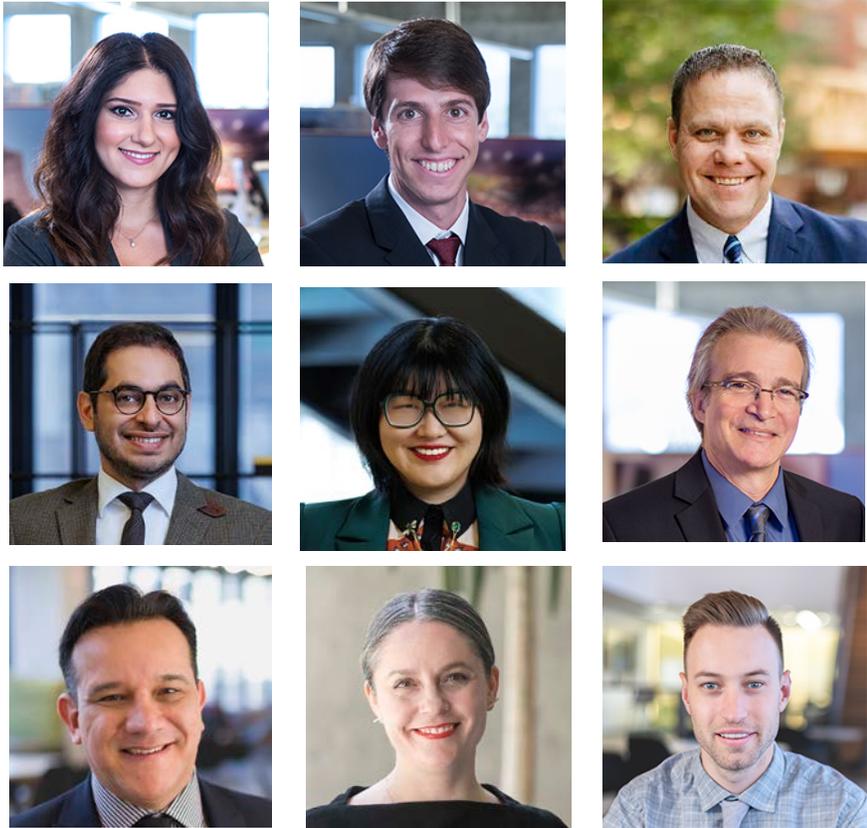


FINAL DESIGN

DLR

Your Team

DLR GROUP



And many more.....

Consulting Engineers

P S O M A S

 roshanian
& associates

Kimley»»Horn

 **MAROKO & SHWE, INC**
Consulting Mechanical Engineers

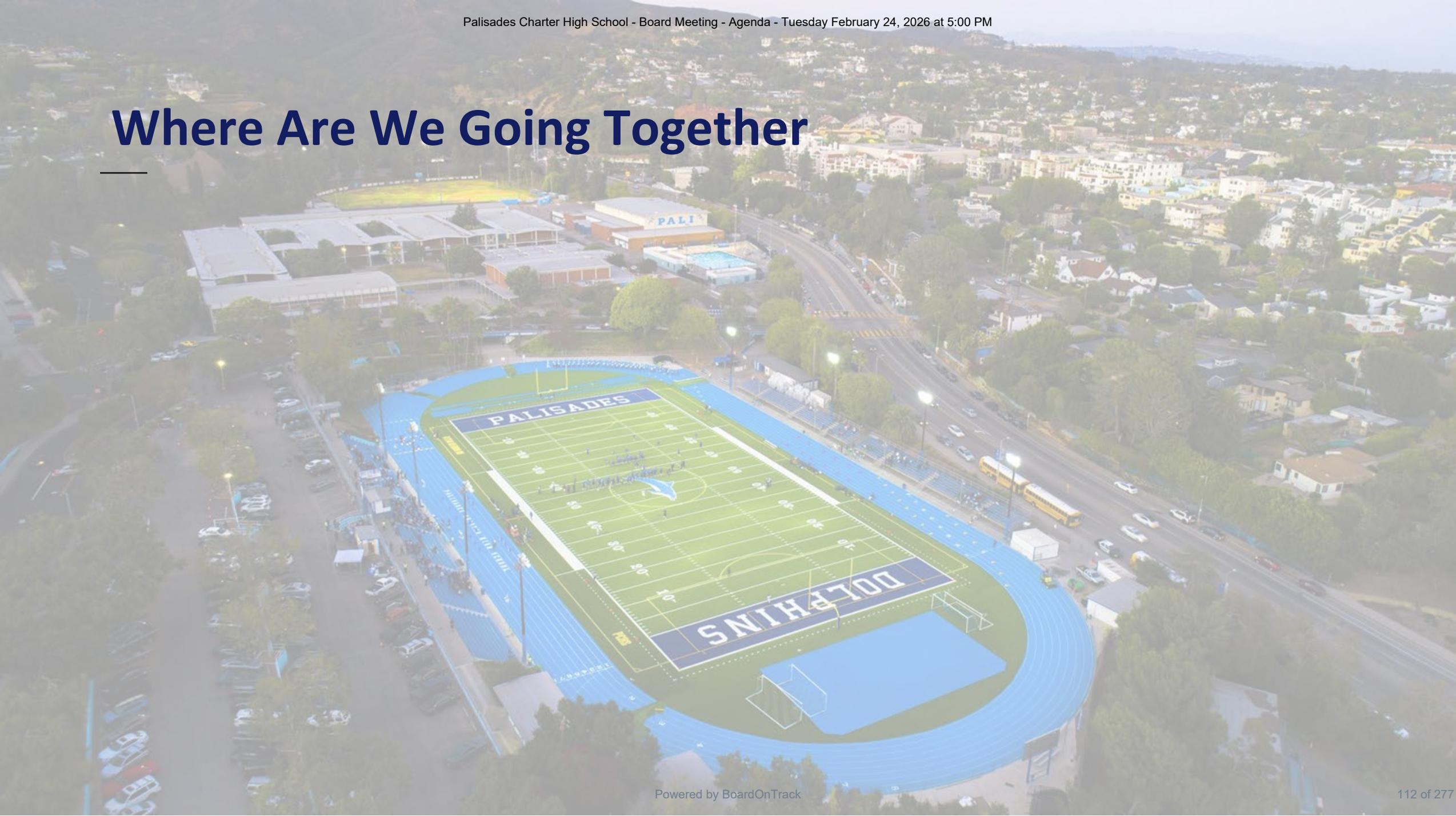
 **BRANDOW & JOHNSTON**
STRUCTURAL + CIVIL ENGINEERS
EST 1945

 **HLICM**

 **PROTECTION DESIGN AND CONSULTING**

**Historic
Resources
Group**

Where Are We Going Together



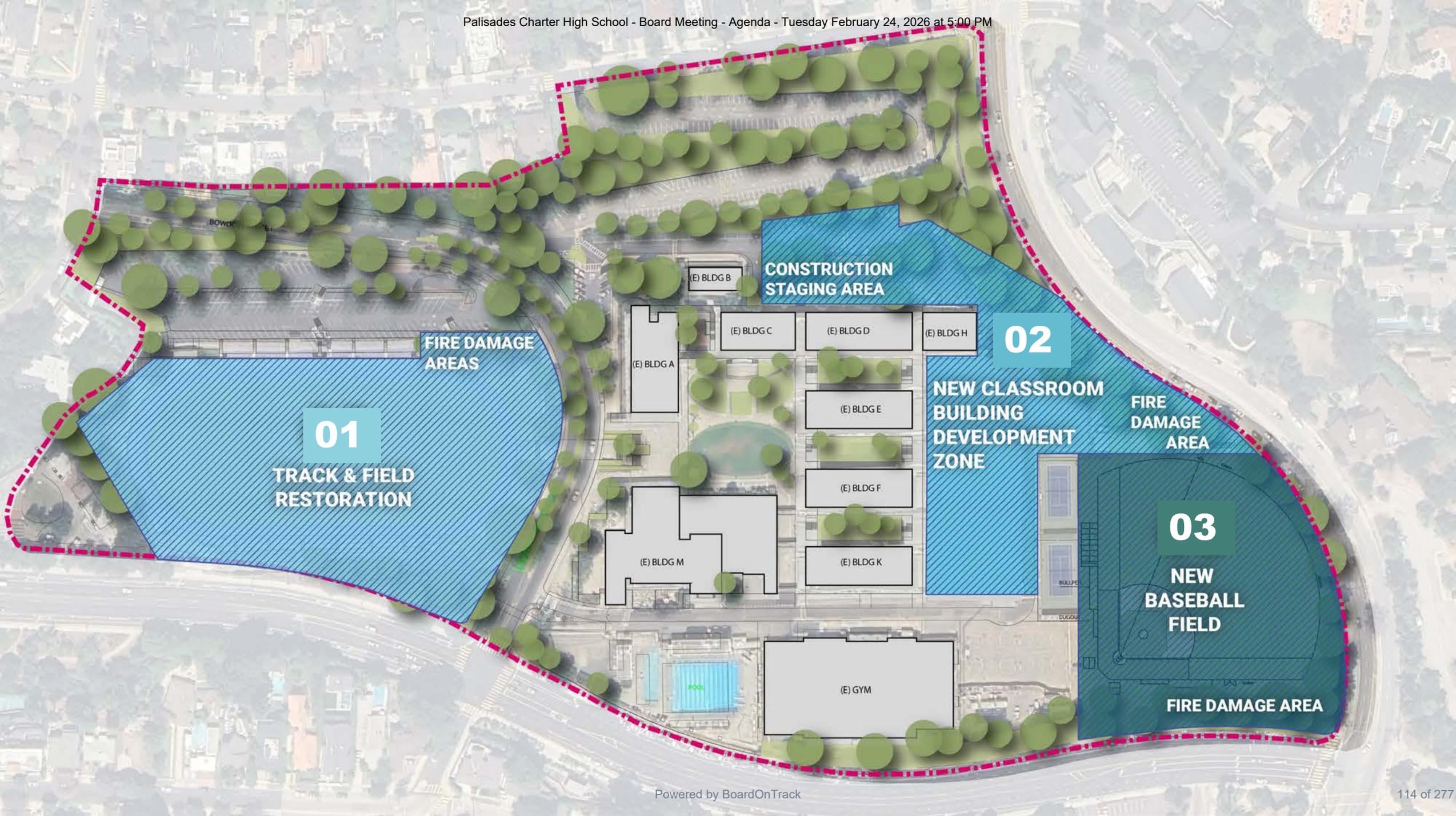
Design Concept

Interlace. Connect. Thrive.

Interlace — the spatial and programmatic strategy

Connect — to each other, the past, and the future

Thrive — not just survive; speaks to student success and community strength



01

TRACK & FIELD RESTORATION

FIRE DAMAGE AREAS

CONSTRUCTION STAGING AREA

02

NEW CLASSROOM BUILDING DEVELOPMENT ZONE

FIRE DAMAGE AREA

03

NEW BASEBALL FIELD

FIRE DAMAGE AREA

(E) BLDG B

(E) BLDG A

(E) BLDG C

(E) BLDG D

(E) BLDG H

(E) BLDG E

(E) BLDG F

(E) BLDG M

(E) BLDG K

(E) GYM

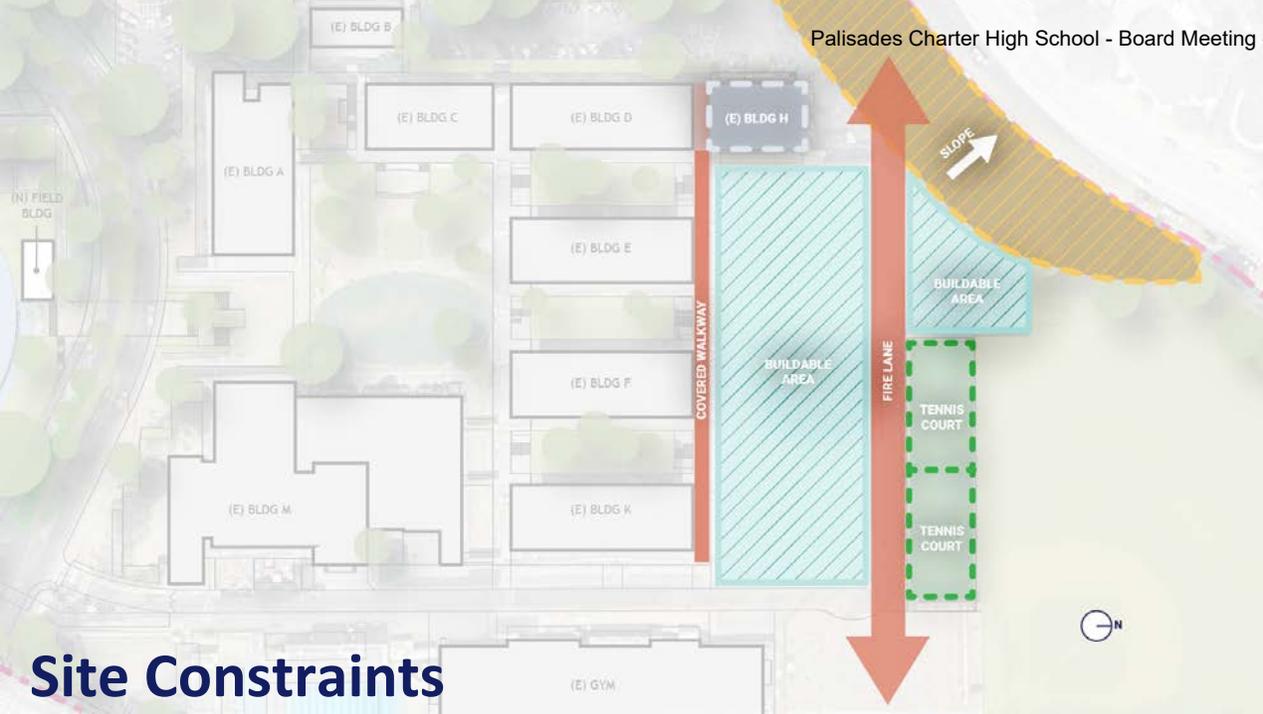
POOL

BULLPEN

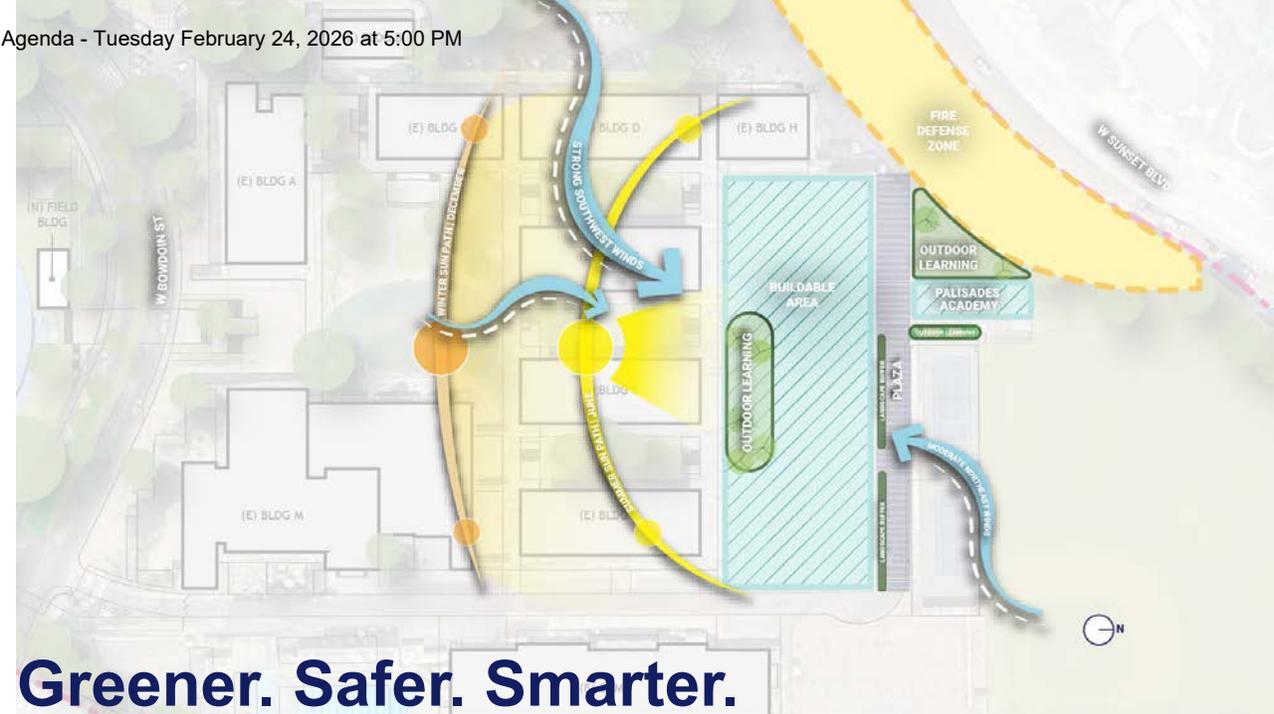
DUGOUT



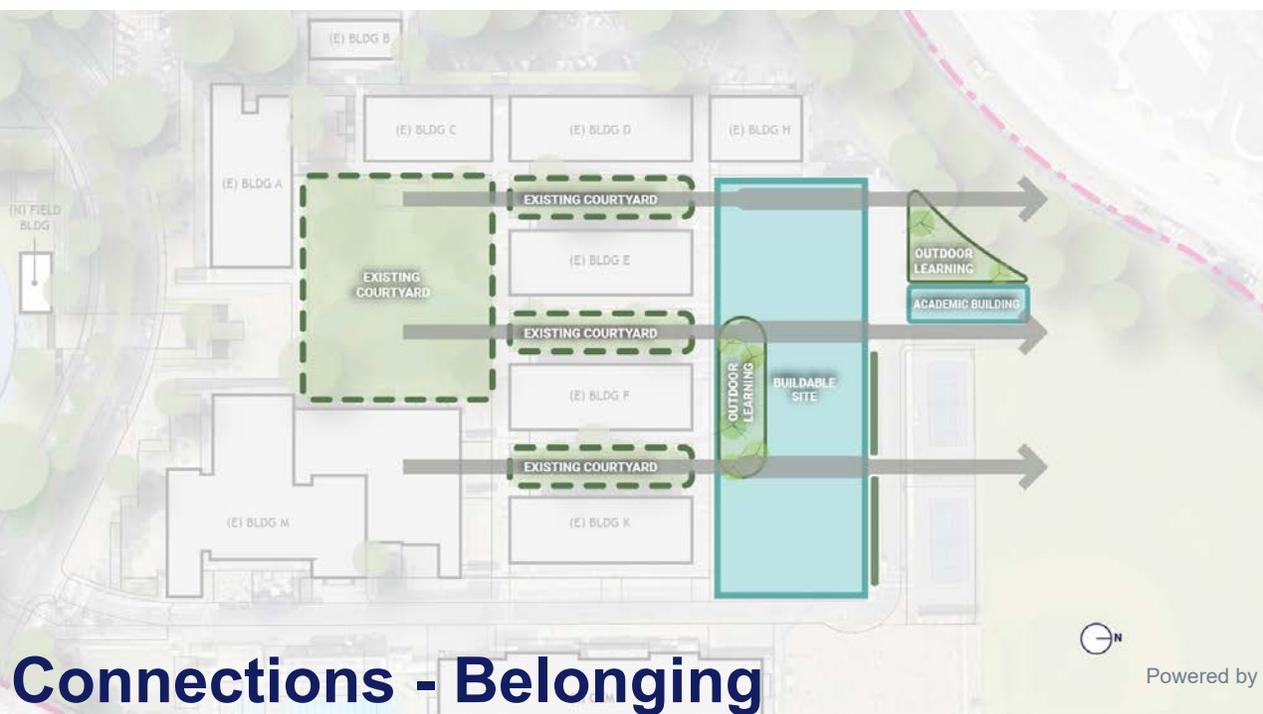
Site Plan



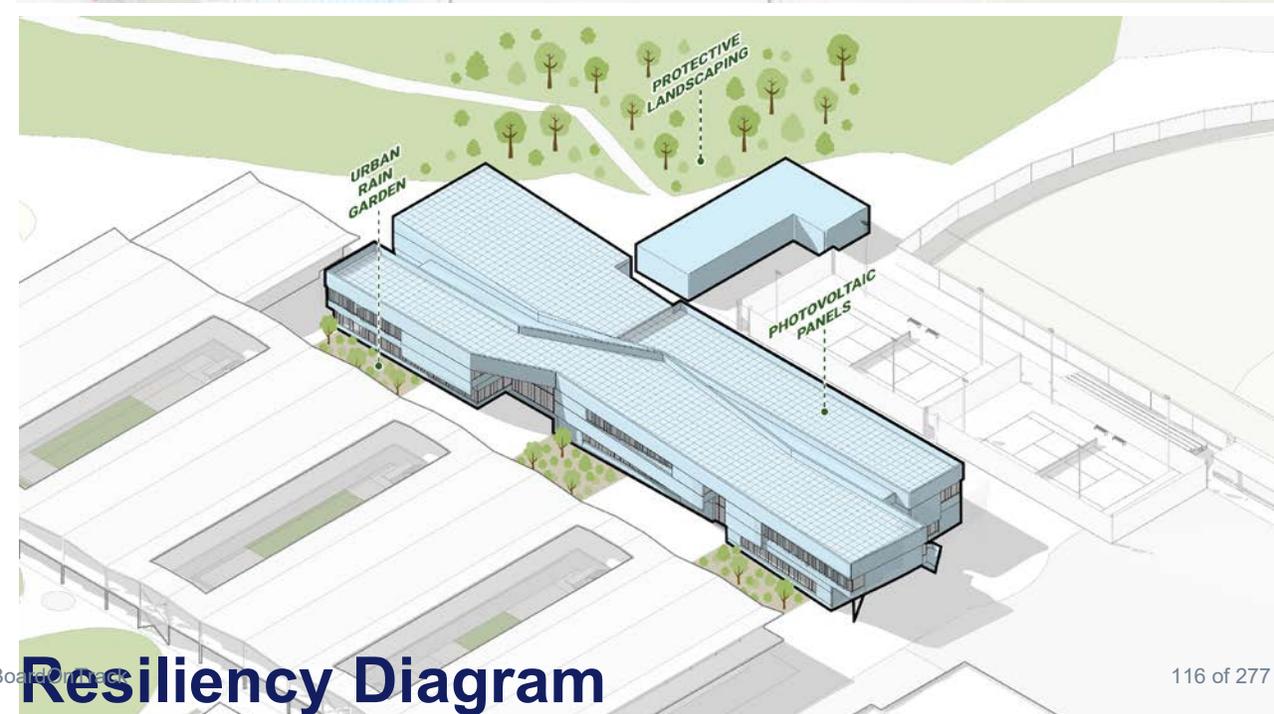
Site Constraints



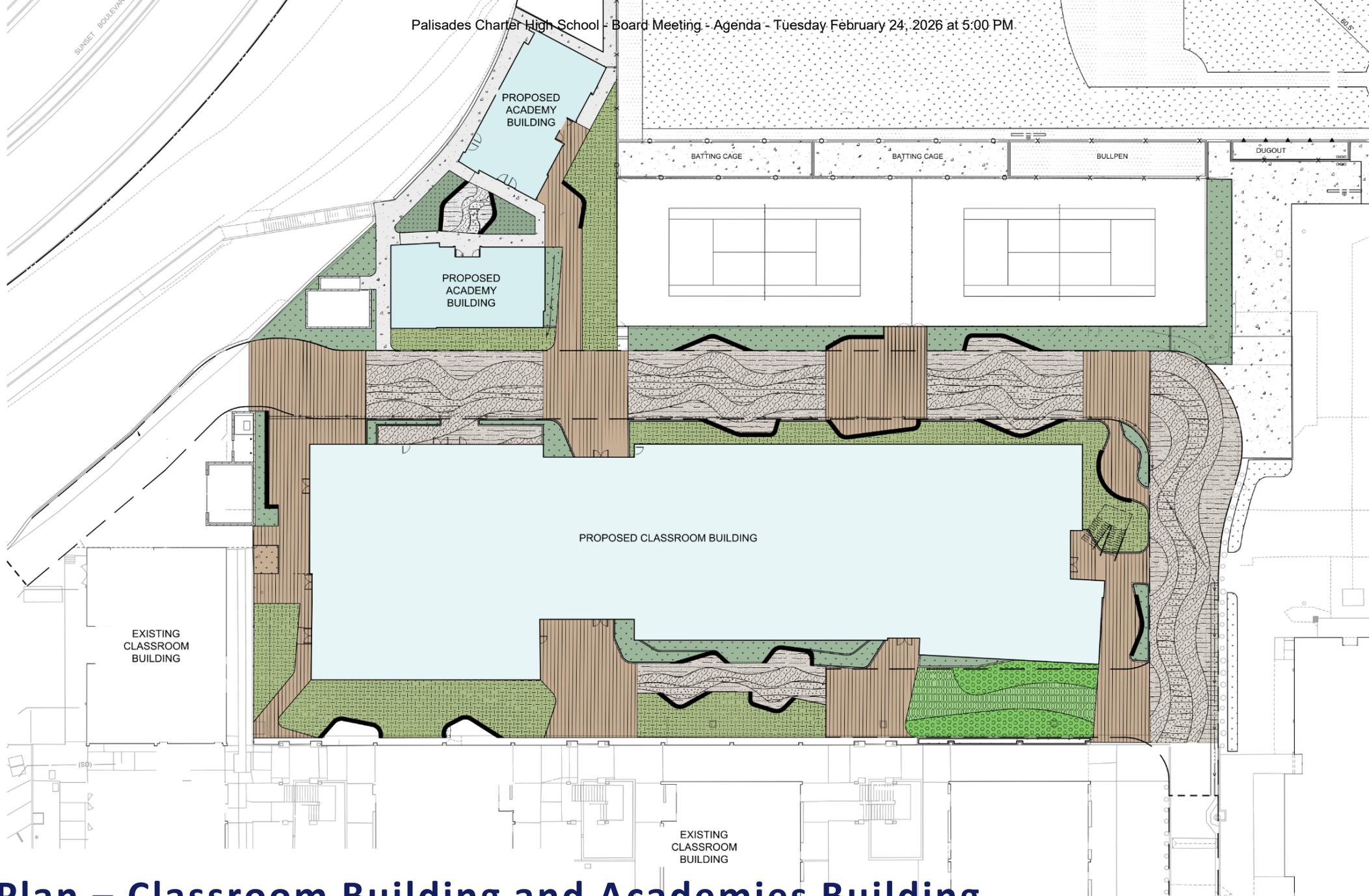
Greener. Safer. Smarter.



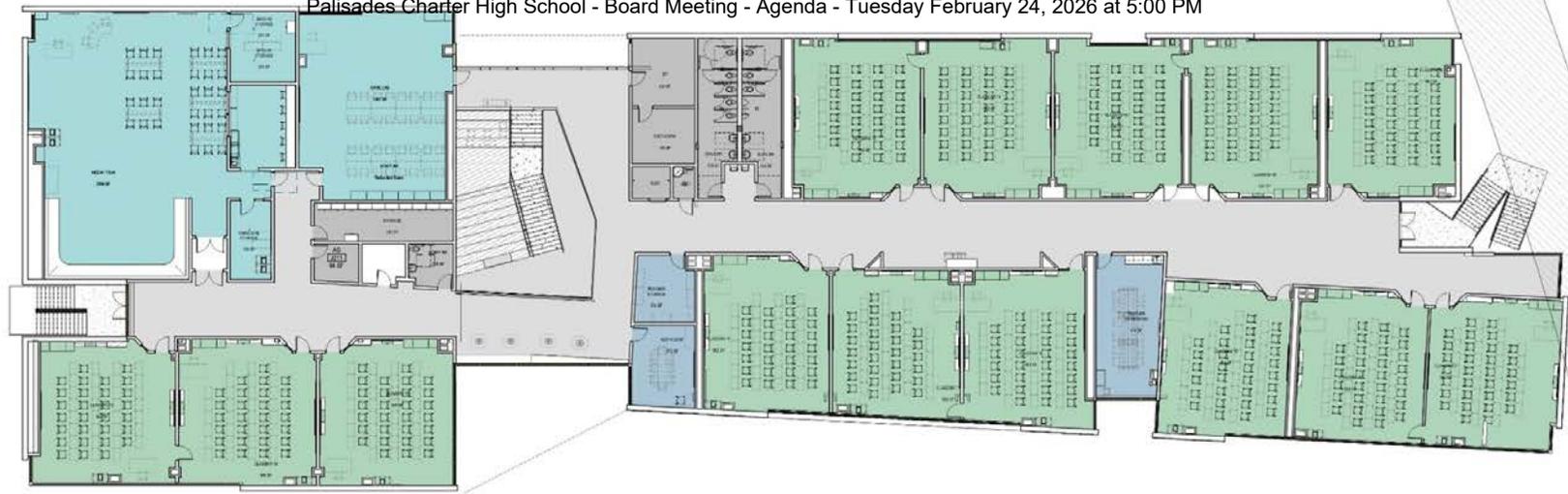
Connections - Belonging



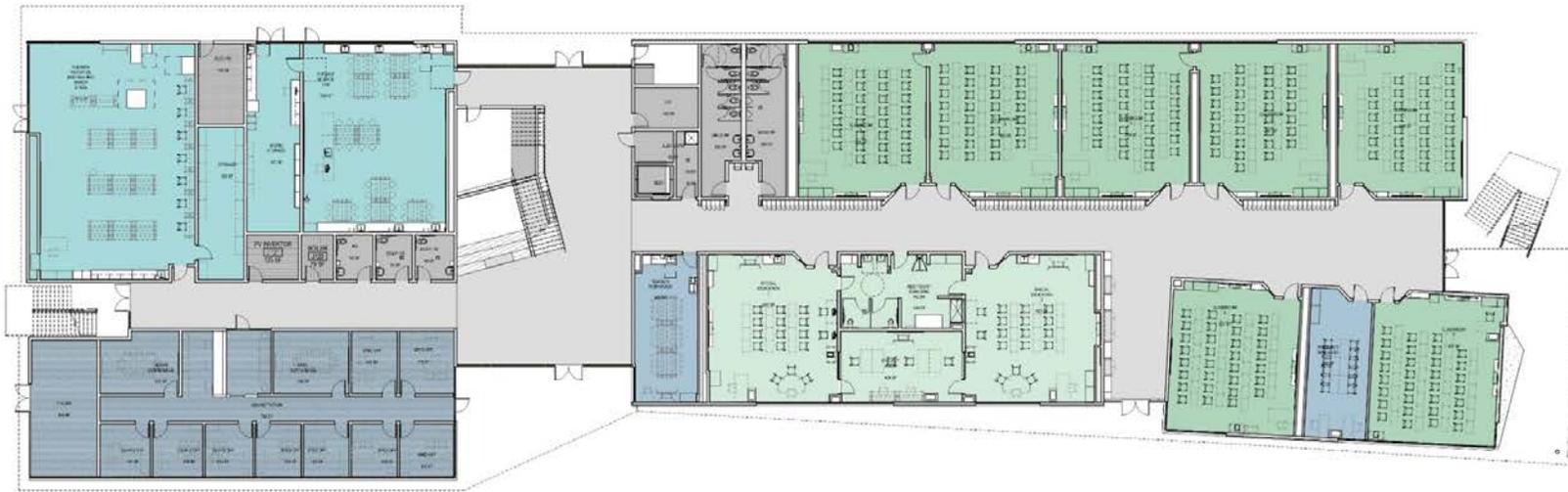
Resiliency Diagram



Site Plan – Classroom Building and Academies Building

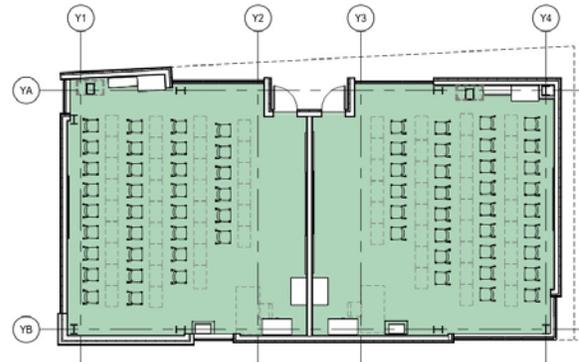
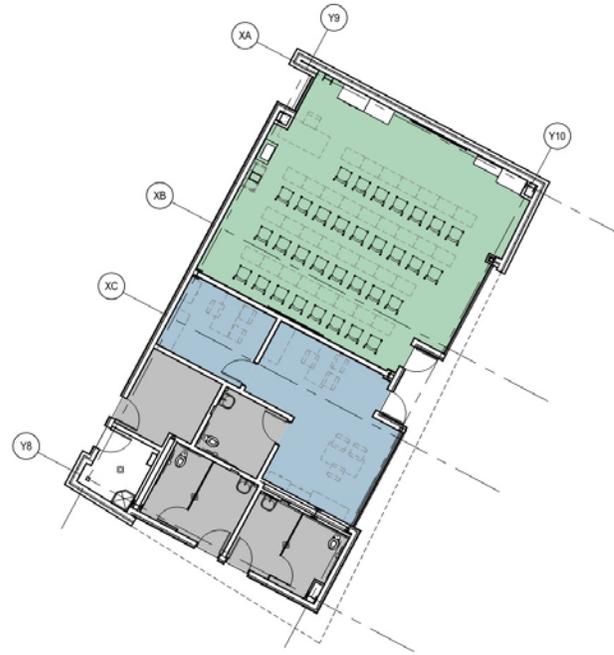


FLOOR PLAN, LEVEL 2 - hk
SCALE: 1/8" = 1'-0"

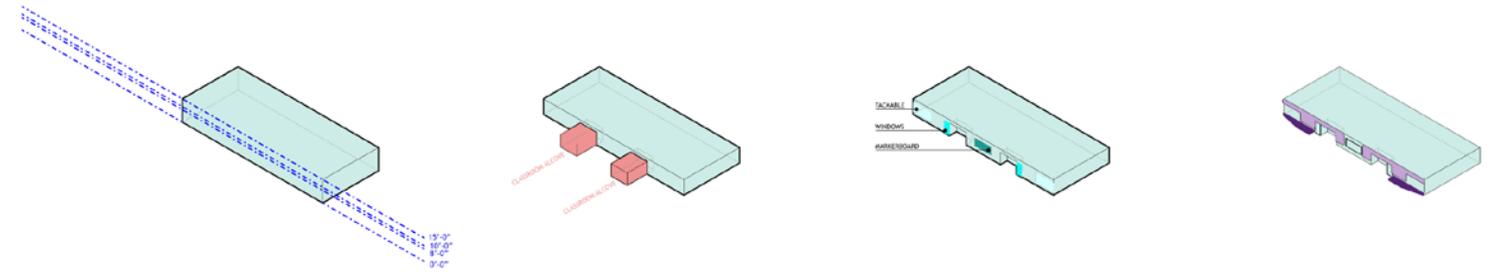
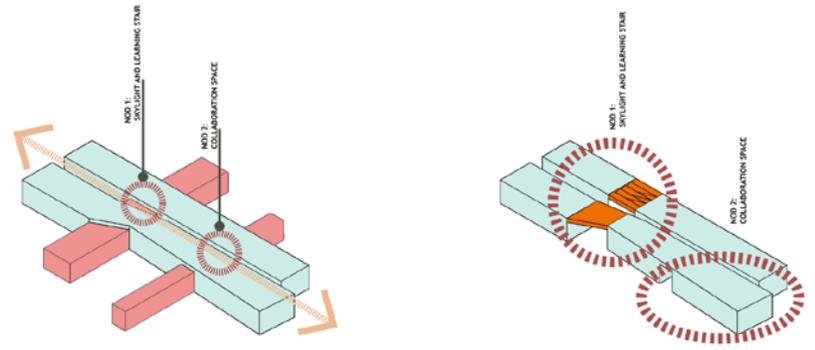
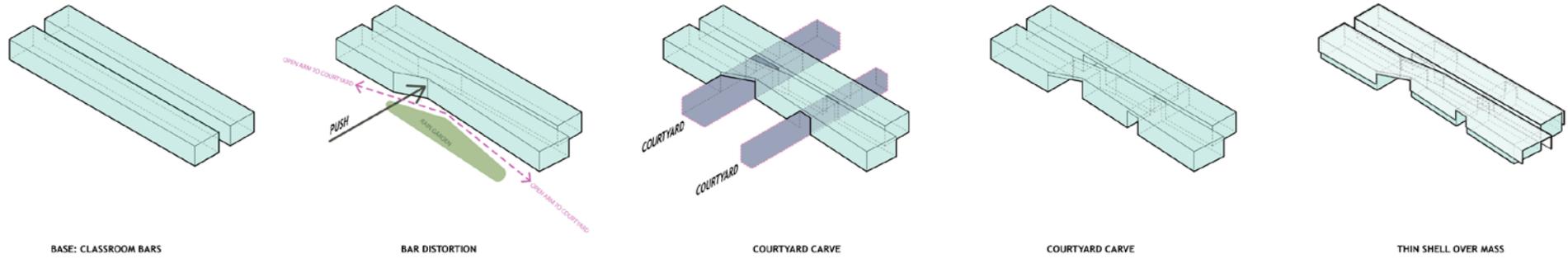


OVERALL FLOOR PLAN, LEVEL 1
SCALE: 1/8" = 1'-0"

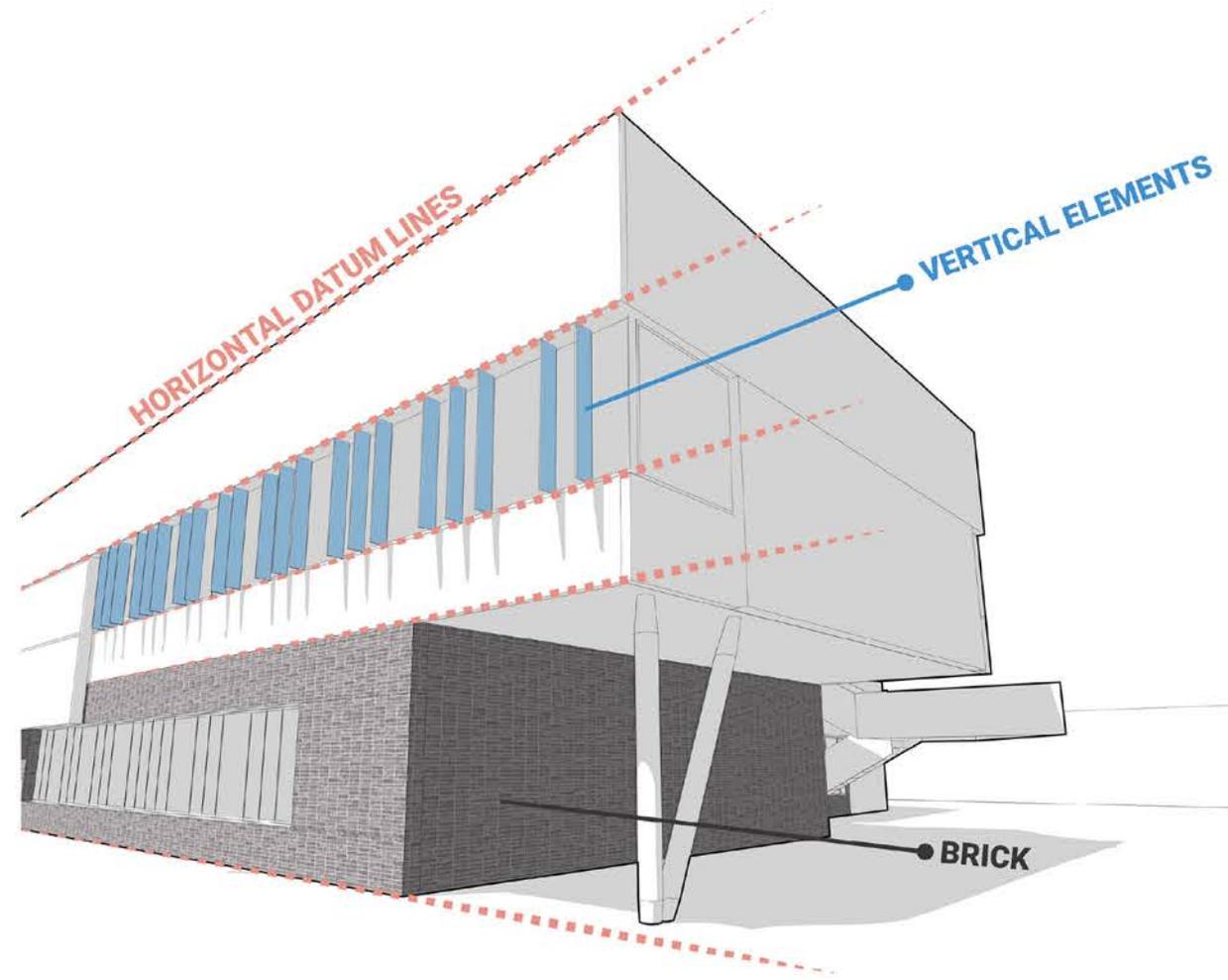
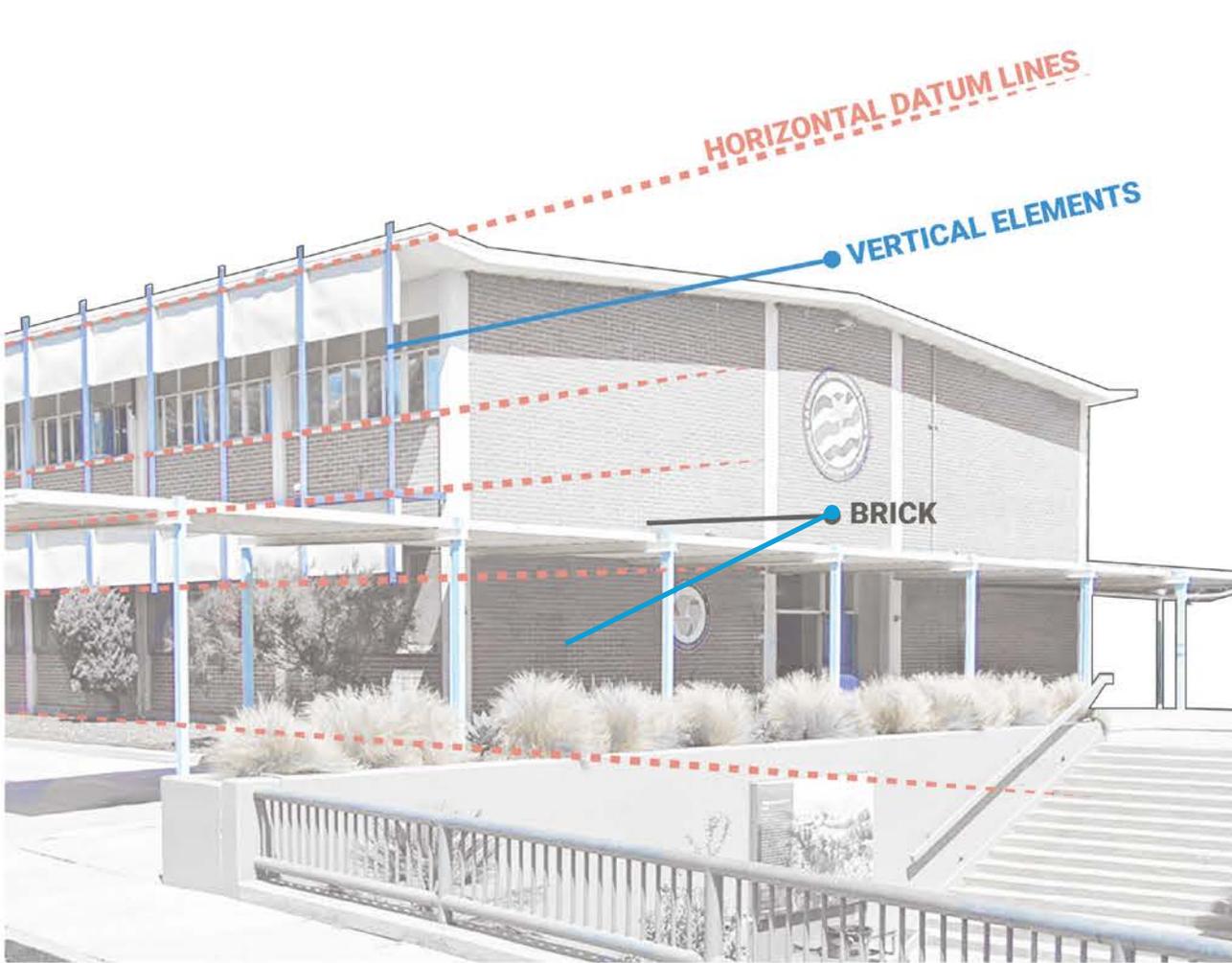
Floor Plans – Classroom Building



Floor Plans – Academies Building



Forming The Massing



Getting Inspired From The Existing Buildings



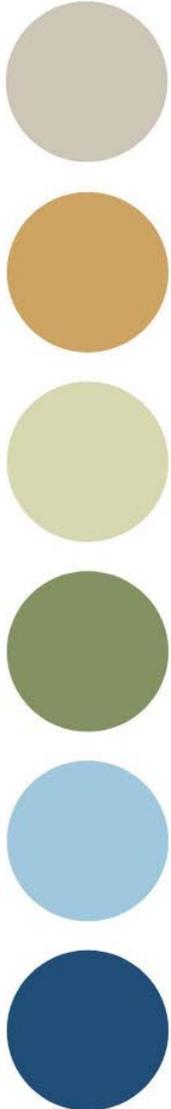






CONCEPTS AND DESIGN DRIVERS

DESIGN CONCEPT: FROM SHORE TO SUMMIT



Palisades Charter High School is uniquely positioned between the cliffs of the coastline and the canyon beyond, a locale that interlaces land and sea in a seamless dialogue.

The building journey reflects this natural progression—connecting the shoreline to the valley, and the valley to the summit.

As students move through these spaces, they too are elevating, growing, and discovering their own paths along the way.

Here, learning is an elevated experience towards connection, transformation, and the ability to thrive.

DESIGN DRIVERS

Coastal Zones & Summit Landscape

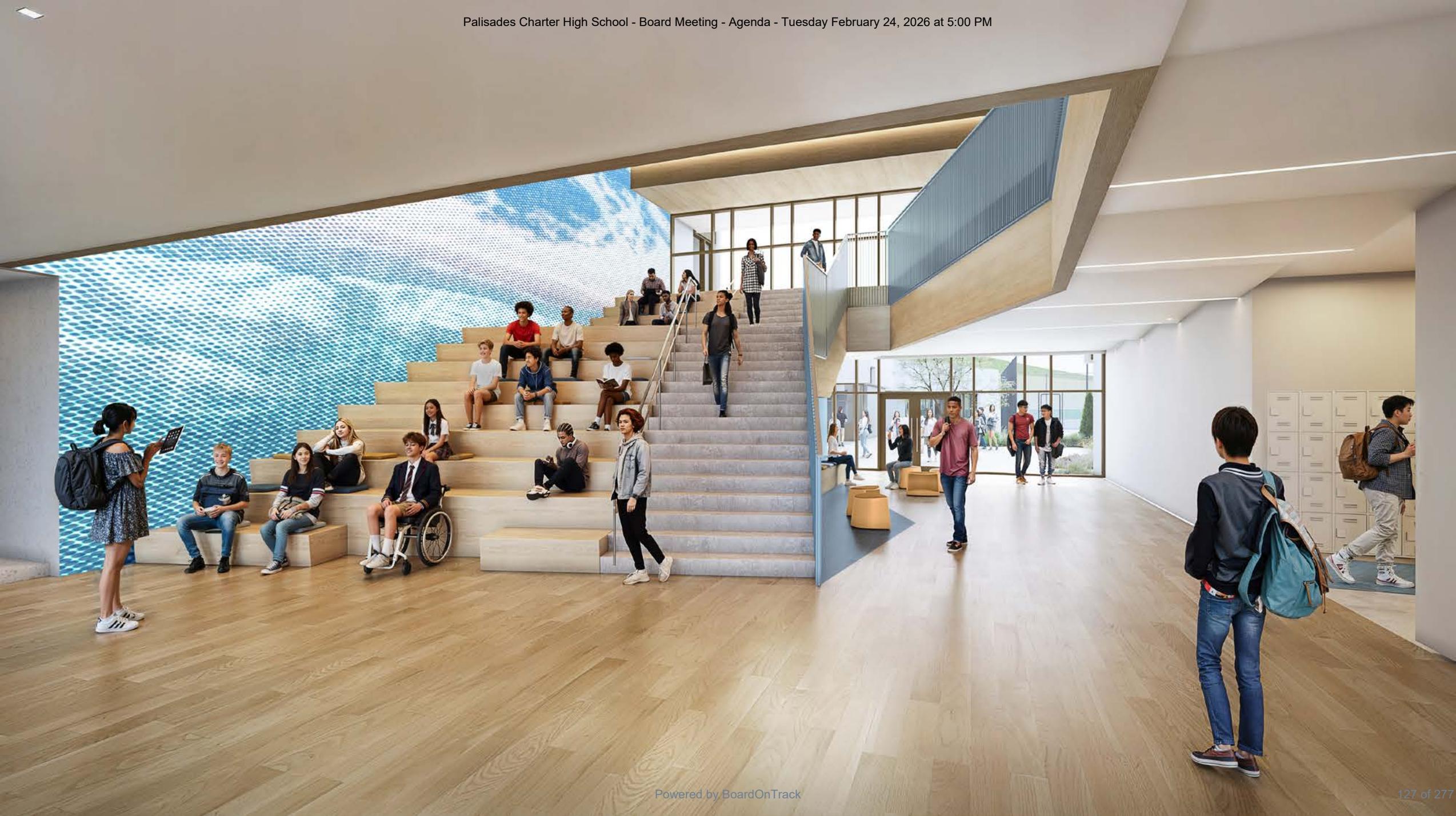
- The building journey mirrors the natural progression from shoreline to peak.
- Spaces are designed to evoke growth, elevation, and discovery.

Interlace & Connect

- Foster collaboration between students and staff through shared spaces.
- Celebrate diversity by weaving together communities and identities, reflecting the local typology.
- Express the “sea to mountain” narrative through architectural elements, color theory, and the interplay of diagonal versus curved forms

Weaving Community

- Encourage interaction and collaboration through spatial design.
- Integrate surface materials and patterns that symbolize woven connections, representing both the school’s diverse community and its







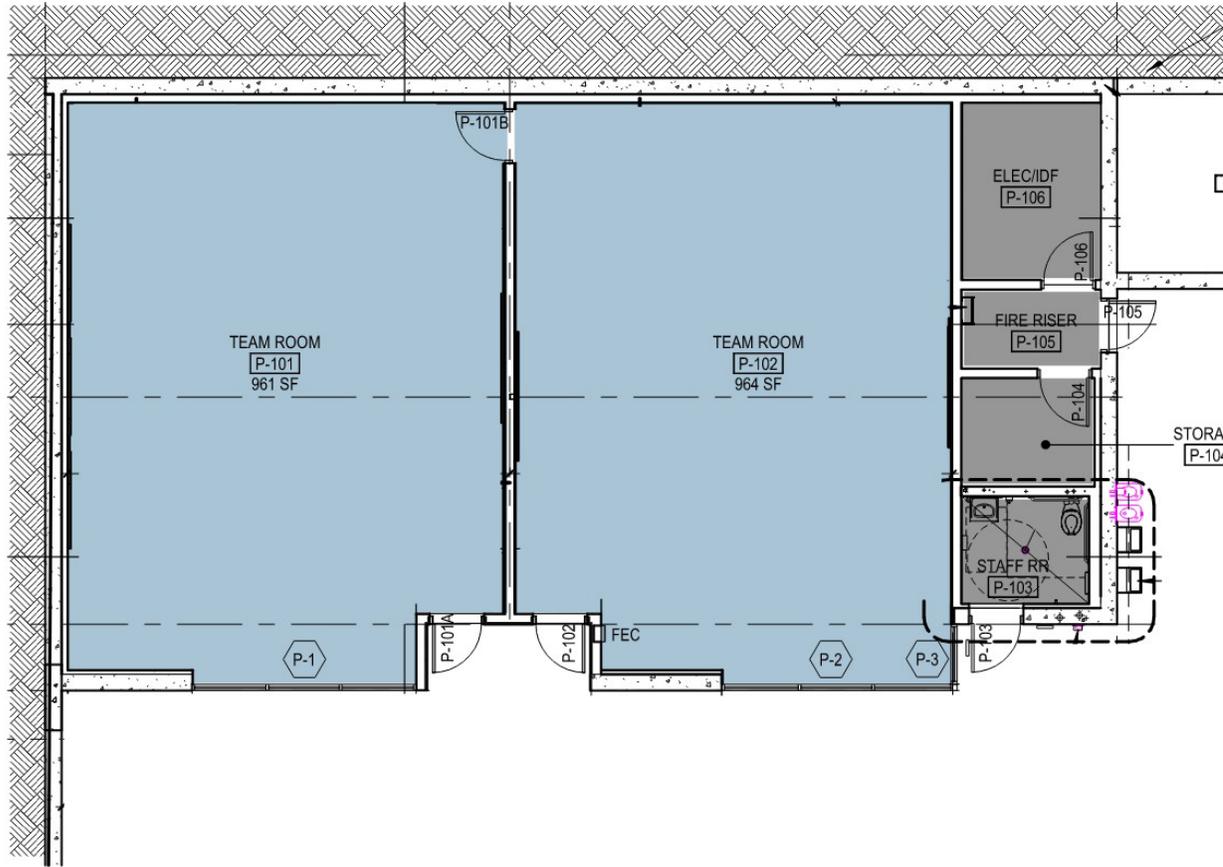




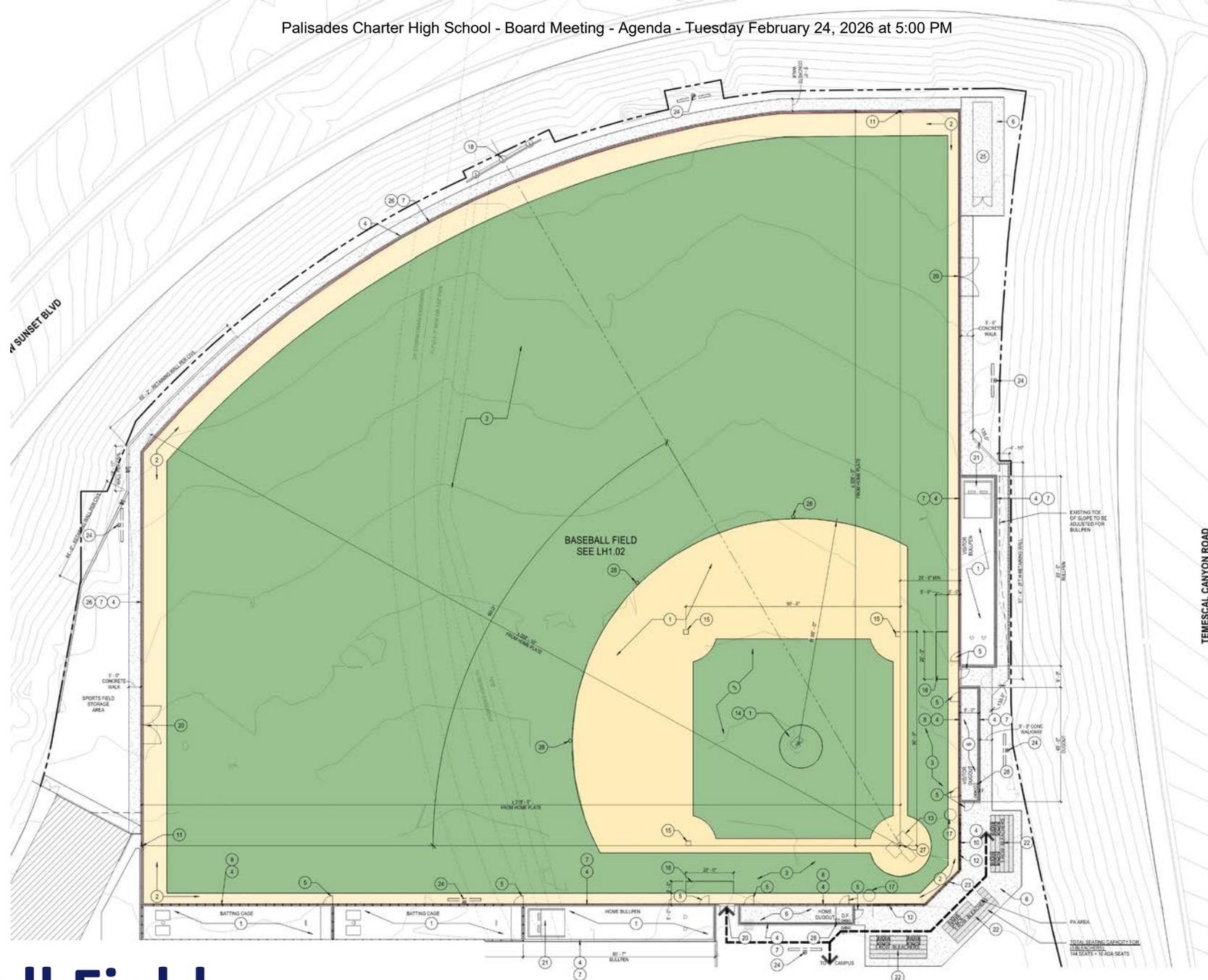








02 Field Building



03 Baseball Field



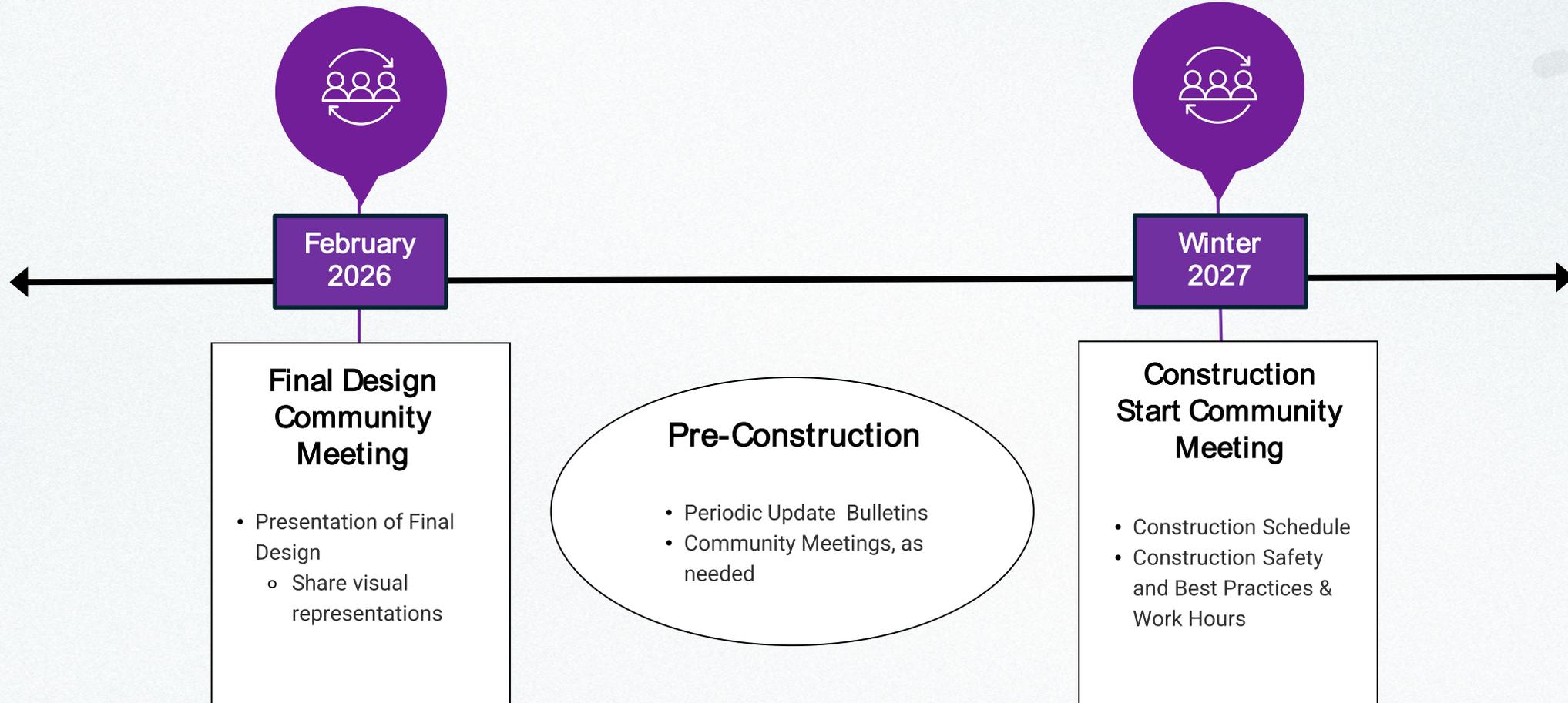
03 Baseball Field



ENGAGEMENT PLAN

COMMUNITY RELATIONS

FSD Community Relations Engagement Plan for the Design Process



Please note: Stakeholder engagement continues throughout the duration of the project.

Submit questions by scanning the QR code:



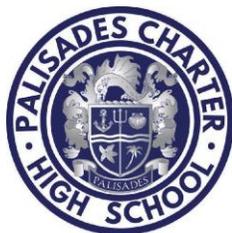
FSD Community Relations Department: 213-241-1340
community.relations@laschools.org
<https://www.lausd.org/facilities/community-relations>

For unrelated construction project questions or concerns, please email Region West Operations at:
FireRecoveryWest@lausd.net

Coversheet

Budget & Finance Committee Update

Section: III. Board Committees (Stakeholder Board Level Committees)
Item: B. Budget & Finance Committee Update
Purpose: FYI
Submitted by:
Related Material: Special Budget Com Meeting Minutes 01_30_2026.pdf
Special Budget Com Meeting Minutes 02_05_2026.pdf
Budget Com Meeting Minutes 02_12_2026.pdf
Special Budget Com Meeting Minutes 02_12_2026.pdf



PALISADES

CHARTER HIGH SCHOOL

Empowering Educational Excellence.

SPECIAL MEETING MINUTES - BUDGET/FINANCE COMMITTEE FRIDAY, JANUARY 30, 2026 – 3:30 PM – 5:00 PM

LOCATION: PCHS - 15777 Bowdoin St., Pacific Palisades, CA 90272

S Sherkhanov is remote: UCLA – 607 Charles E Young Dr E, 437 Boyer Hall, Los Angeles, CA 90095

D Gronich is remote: 8590 National Blvd., Culver City, CA 90232

S Margiotta is remote: 36 Vernon, Newport Beach, CA 92657

R Kianfar is remote: 11150 W. Olympic Blvd., Los Angeles CA 90064

J Recinos is remote: 3361 Boxford Ave., Commerce CA 90040

J Davis is remote: 11725 Sunset Boulevard, Los Angeles, California 90049

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.

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.

I. PRELIMINARY:

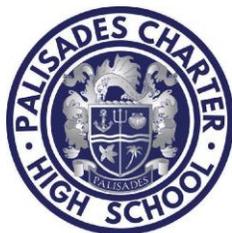
A. Call to Order & Roll Call

1. Introductions – S Margiotta called the meeting to order @ 3:32 pm. In attendance: S Margiotta, R Kianfar, J Davis, D Gronich and S Serkhanov. Non-voting members: T Ferrell, P Magee.

B. Public Comments – No public comment made

II. NEW BUSINESS (DISCUSSION & POSSIBLE ACTION ITEMS):

- A. EDP Report - P Magee reported that Jan. 26, 2026 was professional activity day (non-pupil) with a lot of volunteers. She noted that most of the classrooms are up and running. People are happy to be back and school will get there in terms of getting everyone settled. Jan. 27, 2026 was the 1st student day back. There was a student activity today with an ICE walkout, which was orderly and well prepared. Homecoming is tomorrow night with World Central Kitchen supporting the school in various capacities.
- B. P Magee informed the committee that Board Bargaining Committee agreed to a regular pay rate/auxiliary rate that included all employees for the Professional Activity Day. The total cost for this was \$126,600.
- C. Charter School Drapery replacement and rigging repairs – T Farrell reviewed and it stands as submitted. He noted that is the only vendor approved by LAUSD. He also noted that insurance has approved the proposal. S Margiotta made a motion to approve the Rigged contract in the amount of \$43,593.13 as presented. S Sherkhanov seconded the motion. Motion carried unanimously with no abstentions.



PALISADES CHARTER HIGH SCHOOL

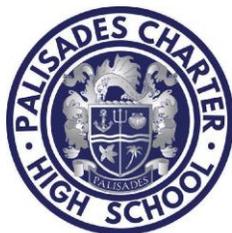
Empowering Educational Excellence.

- D. Field space rentals – Josh presented the MOU for Cheviot Hills PONY baseball agreement and it stands as submitted. It was reported that PCHS would be splitting the \$75k with the PBT (PCHS baseball's 501c3 parent organization). It was also reported that PCHS would get first choice for field space as our calendar is released first and therefore space secured in advance of the other schedules. This MOU was discussed with the committee, noting that PBT received a \$100K FireAid grant. MOU also doesn't park rental fees in the amount of \$2K and field maintenance costs (which would similar to those incurred at PCHS). Committee also had additional questions whether there was insurance money to cover these costs, insurance and indemnification requirements, how the field would be secured, etc. The administration will work with R Rodman, PBT to collect additional information and will report back to B&F at their meeting on Feb. 12, 2026.

The Memorial Park Skatepark permit in the amount of \$11,808.52 was reviewed and stands as submitted.

The Bel Mar Park permit was reviewed and stands as submitted. (This was PE space with PCHS having access from 8:30 am to 2:30 pm M-F.) S Margiotta made a motion to approve the Bel Mar Park (in Santa Monica) permit invoice in the amount of \$47,887.30. J Davis seconded the motion. The motion carried unanimously with no abstentions.

With no additional business, the meeting was adjourned at 4:29 pm.



PALISADES CHARTER HIGH SCHOOL

Empowering Educational Excellence.

SPECIAL MEETING AGENDA - BUDGET/FINANCE COMMITTEE THURSDAY, FEBRUARY 5, 2026 – 3:30 PM – 5:00 PM

LOCATION: PCHS - 15777 Bowdoin St., Pacific Palisades, CA 90272
S Sherkanov is remote: UCLA – 607 Charles E Young Dr E, 437 Boyer Hall, Los Angeles, CA 90095
D Gronich is remote: 8590 National Blvd., Culver City, CA 90232
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I. PRELIMINARY:

A. Call to Order & Roll Call - S Margiotta called the meeting to order at 3:36 pm. In attendance: D Gronich, S Margiotta, S Sherkanhov, R Kianfar, ASB Representative, J Friedman. Non-voting members and guests: P Magee, R Negroe, A Duston, R Rodman, J Wilson, M Friedman.

B. Public Comments – M Friedman reported observations which he has made since the return to the original campus. He reported no copier on site, lack of attention and communication regarding room keys, J area has too much sunlight exposure and recommended some sort of shade to shelter the area, asked what the plan was for lockers, and reported that there was dirt and trashcans in the J area which need to be cleared out. He also suggested using AI to assist with operational procedures, and reports looking for additional communication and wanted to know how administrators are being held accountable.

C. Meeting Minutes

1. D Gronich made a motion to approve the January 12, 2026 meeting minutes (with the correction of one typo pointed out by R Rodman). R Kianfar seconded the motion. Motion passed unanimously with no abstentions.
2. D Gronich made a motion to approve the January 30, 2026 Special meeting minutes of the Budget and Finance Committee. S Margiotta seconded the motion. Motion passed unanimously with no abstentions.

IV. NEW BUSINESS (DISCUSSION & POSSIBLE ACTION ITEMS):

A. EDP Report - P Magee reported that people are working incredibly hard and reminded everyone that



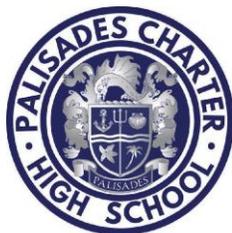
PALISADES CHARTER HIGH SCHOOL

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the school has moved 3 times in a year. She asked people for a little grace as the school works through all of the logistics that come with a return to campus.

- B. Pali South – R Negroe presented and reviewed the quotes from 13Zero Construction, Raymond and Miller Environmental. 13Zero3 Construction can begin asap and be completed by Feb. 27, 2026. Total cost \$296,709.40. Raymond is quoting a completion time of 8 weeks for a cost of \$439,752 and Miller Environmental (provided by CW Driver) is quoting a completion time of 3 months for a cost of \$511,000. Committee discussed merits of all bids presented and it was confirmed that 13Zero Construction is part of the company which provided moving services to us upon our return to the main campus and the R Negroe confirmed he was happy with their services. Committee discussed a potential grace period at the Sear's building and while discussions are ongoing, there is a sense that this will not extend through all of February and certainly not further than that so timing is an issue financially. (One additional suggestion for the future is to include the rental costs along with construction costs so that the committee can see the overall financial impact.) S Margiotta made a motion to approve 13Zero3 Construction demolition contract in the amount of \$296,709.40 and recommend it to the Board of Trustees for approval. D Gronich seconded the motion. Motion passed unanimously with no abstentions.
- C. Field space rentals (Cheviot Hills baseball field) – At the request of S Margiotta, PCHS legal team reviewed the Cheviot Hills MOU and added additional legal language which was shared with the committee. R Rodman spoke with the baseball 501c3 and reported that the FireAid grant money has latitude and could be used for additional practice space, etc. She noted that there is also LAUSD Grant that the cover the costs of the Cheviot Hills field renovation per the MOU. Moving forward the baseball 501c3 will work with the administration to ensure funds from both organizations are being put to best use (ie. Insurance to cover costs of lost equipment, uniforms, etc.). S Margiotta made a motion to approve the Cheviot Hills MOU as amended and recommend it to the Board of Trustees for approval. R Kianfar seconded the motion. Motion passed unanimously with no abstentions.

With no further business, the meeting was adjourned at 4:29 pm.



PALISADES

CHARTER HIGH SCHOOL

Empowering Educational Excellence.

REGULAR MEETING MINUTES - BUDGET/FINANCE COMMITTEE THURSDAY, FEBRUARY 12, 2026 – 3:30 – 5:30 PM

LOCATION: Palisades Charter High School Library – 15777 Bowdoin St., Pacific Palisades, CA 90272
S Sherkhanov is remote: UCLA – 607 Charles E Young Dr E, 437 Boyer Hall, Los Angeles, CA 90049
D Gronich is remote: 8590 National Blvd., Culver City, CA 90232
S Margiotta is remote: 36 Vernon, Newport Beach, CA 92657
R Kianfar is remote: 11150 W. Olympic Blvd., Los Angeles CA 90064
J Recinos is remote: 3361 Boxford Ave., Commerce CA 90040
J Davis is remote: 11725 Sunset Boulevard, Los Angeles, California 90049

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.

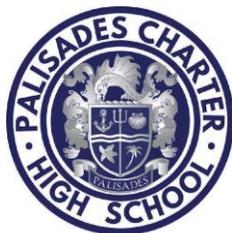
ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.

I. PRELIMINARY:

- A. Call to Order & Roll Call - S Margiotta called the meeting to order @ 3:39 pm. In attendance: R Kianfar, J Davis, D Gronich, S Margiotta, K Chang and A Frascisca (ASB). Non-voting members: M Arce, R Rodman, A Duston, P Magee.
- B. No Public Comments made
- C. Approval of Minutes from
 - 1. D Gronich made a motion to approve the February 5, 2026 meeting minutes as presented. R Kianfar seconded the motion. Motion carried unanimously with no abstentions.

II. REPORTS (5 minutes each):

- A. Executive Director - P Magee reported that it has been an exciting 2 weeks working on getting everything settled with a mass amount of purchases and donations. Some replacement purchasing is happening and it is taking time to sort out the received packages and get them to teachers. Administration is also working on Sole Occupancy Agreement and working on Charter Safe insurance moving forward. There have been lots of tours now that we are back on the main campus. Our current enrollment for next year is 2370 and PCHS is continuing to accept applications. Incoming Freshman class size is 530.
- B. CBO Report-Discussion - M Arce reviewed January Financials and they stand as submitted. She reported that the LAUSD audit is due Feb. 19, 2026 and will be completed on time. She also reported that the Fund Balance will change with 2024/2025 post audit and will be approximately \$15,000,000. Committee discussed investing this in a money market (do we need a LLC) and had questions regarding any investment restrictions. M Arce and P Magee will report with additional information at the March B&F meeting.
- C. Fundraising & Development - R Rodman reviewed fundraising report and it stands as submitted. 1st donor



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thank you email went out this week. She also confirmed that the Booster Auction Paddle Raise will be for new outdoor cafeteria furniture. She also reported that the Raise Pali webpage has slowed down and she is working on direct outreach to various LA foundations. Driveway Days is at the end of the year with a goal of \$250K for the year.

D. ASB Treasurer Report – No update to report

E. Booster Club - R Rodman reported Booster's Auction is Saturday March 14, 2026.

IV. NEW BUSINESS (DISCUSSION & POSSIBLE ACTION ITEMS):

A. December Financials – Included with January financials as an FYI.

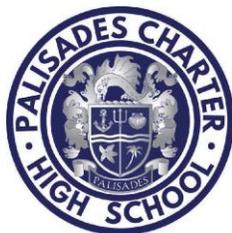
B. Second Interim Financials – Reviewed by M Arce and stands as submitted. She did clarify that this is a form required and provided by LAUSD. J Davis made a motion to approve the 2025/2026 2nd Interim Financials as submitted. J Kianfar seconded the motion. Motion carried unanimously with D Gronich absent.

C. Insurance Updates – A Duston reported that they are working on inventory lists for insurance reimbursements being careful to identify items which were personal vs. Pali owned. Only urgent items are being ordered now. To date, PCHS has received \$16 million in approved reimbursement.

D. Credit Card Statement – M Arce reviewed and stands as submitted.

E. 26/27 Proposed Budget Calendar – A Duston reviewed and stands as submitted. Committee discussed and requested minor changes. S Margiotta made a motion to approve the 26/27 Proposed Budget Calendar as amended. R Kianfar seconded the motion. Motion carried unanimously with no abstentions.

Meeting was adjourned at 4:55 pm.



PALISADES CHARTER HIGH SCHOOL

Empowering Educational Excellence.

SPECIAL MEETING MINUTES - BUDGET/FINANCE COMMITTEE THURSDAY, FEBRUARY 12, 2026 – 4:30 PM – 6:00 PM

LOCATION: PCHS Library - 15777 Bowdoin St., Pacific Palisades, CA 90272
S Sherkanov is remote: UCLA – 607 Charles E Young Dr E, 437 Boyer Hall, Los Angeles, CA 90095
D Gronich is remote: 8590 National Blvd., Culver City, CA 90232
S Margiotta is remote: 36 Vernon, Newport Beach, CA 92657
R Kianfar is remote: 11150 W. Olympic Blvd., Los Angeles CA 90064
J Recinos is remote: 3361 Boxford Ave., Commerce CA 90040
J Davis is remote: 11725 Sunset Boulevard, Los Angeles, California 90049

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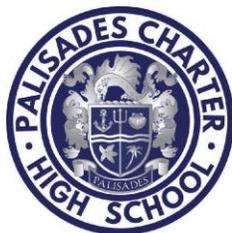
I. PRELIMINARY:

A. Call to Order & Roll Call - S Margiotta called the meeting to order at 4:56 pm. In attendance: R Kianfar, J Davis, D Gronich, S Margiotta, K Chang and A Franscisca (ASB). Non-voting members: A Duston, P Magee, R Rodman.

B. A Schiller spoke identifying herself as a parent in an environmental group concerned with testing, and no health tracking. Group is approximately 150 people who want to know what kind of additional ongoing testing is happening. She reports reaching R Negroe since October with no response. She reports having donors willing to replace flooring, paint etc.

II. NEW BUSINESS (DISCUSSION & POSSIBLE ACTION ITEMS):

- A. LAUSD-PCHS Sole Occupant Agreement - P Magee discussed the new SOA and reports that she is continuing to review this with LAUSD and our attorneys. This will be brought back to B&F at a future meeting but indicated that there will be financial impacts to PCHS.
- B. CHS Athletic Purchases we reviewed and stand as submitted. It was noted that costs of these purchases will be covered by insurance or were line items (hurdles) for which they were already budgeted. S Margiotta made a motion to approve the PCHS athletic purchases as presented. D Gronich seconded the motion. Motion carried unanimously with no abstentions.
- C. Allocation of LAUSD Education Foundation School and Classroom Restoration Grant and Other Grants - R Rodman reviewed as outlined and it stands as submitted (for a total of \$82,500). She reports that there is approximately \$2.6 million in PCHS Fund and grant money sitting in the PCHS Fund. She



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wants to be transparent about grant allocations. S Margiotta made a motion to approve LAUSD Education Foundation School & Classroom Restoration Grant as submitted with an amendment to allocate the remaining \$15,000 towards Smart Boards (total cost was \$80,000) vs. TBD. D Gronich seconded the motion. Motion carried unanimously.

R Rodman then reviewed the Catching Hope Foundation Grant (via LAUSD Education Foundation), noting that this has to be used for athletics and that baseball is the high priority currently. S Margiotta made a motion to approve the allocation of Catching Hope Foundation Grant (via LAUSD Ed Foundation as allocated. (\$11,400 for prep of the Rec Center Field for practice, \$6,000 in rental fees, \$37,500 Cheviot Hills field prep space for games). D Gronich seconded the motion. Motion carried unanimously with no abstentions.

V. OTHER:

Date of Next Regular Meeting March 9, 2026 @ 3:30 pm. Agenda items must be submitted to B&F Committee Recording Secretary (S Margiotta) 1 week prior to meeting by 2pm (via EMAIL)

Meeting was adjourned at 5:37 pm.

Coversheet

LAUSD Single Occupancy Agreement

Section: VI. LAUSD Single Occupancy Agreement
Item: A. LAUSD Single Occupancy Agreement
Purpose: Vote
Submitted by:
Related Material: Sole Occupancy Agreement.pdf
2025-28 SOA Summary Memo.pdf

ADDENDUM # 1
TO
SOLE OCCUPANT AGREEMENT

This ADDENDUM # 1 (“Addendum”) to the Sole-Occupant Agreement is entered into on December 17, 2025 by and between LOS ANGELES UNIFIED SCHOOL DISTRICT ("LAUSD"), a school district duly formed and existing under the laws of the State of California, and PALISADES CHARTER HIGH SCHOOL ("CHARTER SCHOOL"),

RECITALS

A. LAUSD is the owner of that certain school campus currently known as Palisades Charter High School located at 15777 Bowdoin Street, Pacific Palisades, CA, 90272.

B. LAUSD and OPERATOR entered into that certain Sole Occupant Agreement dated July 16, 2010 ("SOA") which sets forth the terms and conditions for CHARTER SCHOOL use and occupancy of the School. LAUSD and Charter School entered into an Amendment to the SOA to extend the Term of the SOA from July 1, 2020 to June 30, 2025. The term of the agreement expired June 30, 2025 as an additional amendment was not drafted due to the Charter School not requesting an extension of term.

C. Due to the COVID pandemic, AB 130 and SB 114 legislatively extended the term of charter petitions but did not apply to other related instruments. AB 130 and SB 114 result in CHARTER SCHOOL’s Charter Petition extending for two (2) years, and an additional one (1) year, respectively, and will expire on June 30, 2028. AB 130 and SB 114 did not apply to contracts for the use of school district property.

D. CHARTER SCHOOL’s most recent Board of Education (“Board”) approved Charter Petition will expire June 30, 2028 and is up for renewal.

NOW, THEREFORE, for good consideration had and received, LAUSD and CHARTER SCHOOL hereby agree as follows:

1. Good Standing of CHARTER SCHOOL. CHARTER SCHOOL represents and warrants that CHARTER SCHOOL is a validly formed legal entity, as indicated below, organized and in good standing under the laws of the State of California:

- California public benefit corporation
- California corporation
- Other identified as _____

CHARTER SCHOOL shall provide evidence of its legal status and good standing upon request of LAUSD.

2. Term. The term of this Addendum shall begin on July 1, 2025 ("Commencement Date") and expire on June 30, 2028 ("Expiration Date"). Notwithstanding any provision, the SOA, including this Addendum, may terminate prior to the Expiration Date pursuant to the terms and conditions set forth in the SOA.

3. Maximum Number of Students. The occupancy of the School shall be a maximum of three thousand (3,000) students.

4. Section 1.1(c) "Deferred Maintenance" shall be deleted and replaced in its entirety with the following:

"Deferred Maintenance" shall mean facilities repair or replacement projects as described in Ed. Code section 17582(a). Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems, the exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by LAUSD's Board of Education, to such condition that the school buildings may be effectively utilized for their designated purposes.

5. Section 6.3 Deferred Maintenance. The Deferred Maintenance program has "sunsetted". Section 6.3 in its entirety shall be deleted from the "SOA" and replaced with the following:

6.3 Deferred Maintenance: Deferred Maintenance or Major Maintenance Repair and Replacement.

(a) No Additional State Funding for Deferred Maintenance. Currently, the State of California is not providing separate, additional funding for Deferred Maintenance and school districts are not required to establish a restricted fund for Deferred Maintenance. If CHARTER SCHOOL elects to perform operation and maintenance services for the Premises, CHARTER SCHOOL, at its sole cost and expense, shall comply with the requirements of LAUSD policies for the Premises. There are no plans to address Deferred Maintenance at the Premises using LAUSD's General Fund.

(b) LAUSD Responsible to Perform Deferred Maintenance Paid With Bond Funds or Other LAUSD Funds. If LAUSD elects to allocate Bond Funds for any work, including Deferred Maintenance, on the Premises, LAUSD shall perform the work; provided, that if Bond Funds are not allocated, CHARTER SCHOOL, at its sole cost and expense, shall be responsible for the Deferred Maintenance for the Premises. All Deferred Maintenance by CHARTER SCHOOL shall be subject to LAUSD's prior review and approval of CHARTER SCHOOL's plans and specifications. If CHARTER SCHOOL is providing the operation and maintenance services for the Premises and subsequently wishes not to, CHARTER SCHOOL shall notify LAUSD and LAUSD shall notify

CHARTER SCHOOL if it agrees to perform operation and maintenance services for the Premises, and if so, will provide CHARTER SCHOOL with a date when LAUSD will assume the performance of operation and maintenance services for the Premises; provided, that LAUSD shall provide the Pro Rata Share calculation and CHARTER SCHOOL shall pay on or before such date CHARTER SCHOOL's Pro Rata Share (prorated based on a 30 day month if such performance does not begin on the first day of the applicable month) and thereafter pay its Pro Rata Share on or before the first day of each calendar month thereafter. LAUSD and CHARTER SCHOOL will also enter into a separate agreement identifying the maintenance and operations services to be provided by LAUSD. Until LAUSD provides operation and maintenance services, CHARTER SCHOOL, at its sole cost and expense, shall perform the operation and maintenance services for the Premises in accordance with LAUSD policies. LAUSD shall provide such services in accordance with LAUSD policies and subject to CHARTER SCHOOL paying its Pro Rata Share. CHARTER SCHOOL shall not have the ability to elect to perform the operation and maintenance services for the Premises once LAUSD performs operations and maintenance services for the Premises.

(i) Bond Funds. LAUSD discloses that for the past several years, some Deferred Maintenance for LAUSD schools have been provided through the use of local or state bond funds ("Bond Funds") if such work qualified as expenses that can be paid with Bond Funds.

(ii) LAUSD Funds. If statutory requirements change and LAUSD is required to implement a program for Deferred Maintenance, LAUSD shall comply with the law, CHARTER SCHOOL shall pay its proportionate share as set forth in Section 47614(b) of the Ed. Code and Title 5 of the California Code of Regulations, Section 11969.7, LAUSD shall be responsible to perform Deferred Maintenance on the Premises in accordance with LAUSD policies, and the Parties shall enter into an agreement for such Deferred Maintenance. Notwithstanding, LAUSD may, but shall not be required to, implement a District wide program for Deferred Maintenance involving general funds and the Premises shall not be included because CHARTER SCHOOL is not contributing its funds to LAUSD in the same manner that general funds arising from LAUSD operated schools are being used for Deferred Maintenance. CHARTER SCHOOL, at its sole cost and expense, is responsible to operate and maintain the Premises in a good, safe and sanitary condition which includes routine repair and general maintenance and Deferred Maintenance except as set forth herein. Any routine repair and general maintenance and/or Deferred Maintenance that constitutes an addition, alteration, replacement or improvement shall be subject to LAUSD's prior review and approval in accordance with Article 8.

(iii) LAUSD Deferred Maintenance Plan or Routine Restricted Maintenance Plan. As of the date of the Agreement, LAUSD maintains a "Routine Restricted Maintenance Plan" based on LAUSD's assessment of the condition of the LAUSD owned facilities on the Premises. CHARTER SCHOOL may request copies of the Routine Restricted Maintenance Plan for the LAUSD owned facilities on the Premises from LAUSD's Facilities Services Division.

(iv) Inspection. LAUSD shall have the right to inspect the Premises for matters involving the facilities such as, but not limited to, assessment of the condition of the facilities, identify Deferred Maintenance, and/or recommended work for the Premises.

(v) Facilities Condition. LAUSD discloses that the priority of

Deferred Maintenance is determined based upon several factors, including, but not limited to, a rating assigned to the condition of the LAUSD owned facilities on the Premises (“Facilities Condition Index”). CHARTER SCHOOL shall be informed of the Facilities Condition Index for the Premises as prepared with Bond Funds and consulted on the priority of work and/or services to be paid for with Bond Funds. If CHARTER SCHOOL has elected to perform operation and maintenance services for the Premises, CHARTER SCHOOL shall deliver to LAUSD its plan for Deferred Maintenance within thirty (30) days of LAUSD’s request.

(c) CHARTER SCHOOL Responsible for Deferred Maintenance Not Paid For With Bond Funds. CHARTER SCHOOL, at its sole cost and expense, shall perform the Deferred Maintenance for the Premises; provided, that LAUSD shall perform the Deferred Maintenance for the Premises if LAUSD will use Bond Funds for such work or if LAUSD is providing operation and maintenance services for the Premises and CHARTER SCHOOL is paying Pro Rata Share. Regardless of whether CHARTER SCHOOL has elected to perform operation and maintenance services for the Premises, CHARTER SCHOOL, at its sole cost and expense, shall be responsible for Deferred Maintenance for any Alterations, defined below, that CHARTER SCHOOL constructed from and after the date when CHARTER SCHOOL converted to a charter school and including those it may construct in the future. Any Deferred Maintenance shall be in accordance with Applicable Laws and LAUSD policies and LAUSD must review and approve of CHARTER SCHOOL’s plans prior to the commencement of any work. Periodically throughout the Term or upon request from LAUSD, CHARTER SCHOOL shall prepare and submit to LAUSD a plan for the Deferred Maintenance to preserve and extend the useful life of the Premises in a good, safe, and sanitary condition in the same manner and to the same extent that LAUSD provides for Deferred Maintenance for its LAUSD operated facilities and would have provided for the Premises. In addition to CHARTER SCHOOL’s obligation to prepare a plan, LAUSD may request CHARTER SCHOOL prepare a plan for Deferred Maintenance for the Premises and CHARTER SCHOOL shall submit such plan to LAUSD within thirty (30) days of its receipt of LAUSD’s request. Pursuant to this process, LAUSD may not require the CHARTER SCHOOL to provide Deferred Maintenance to the Premises which would result in the Premises being maintained in a better condition than LAUSD provides for its operated school sites. Notwithstanding CHARTER SCHOOL’s responsibility to fund and perform Deferred Maintenance for its Alterations, LAUSD may elect to perform the Deferred Maintenance for Alterations if the Alterations are of such nature and integration into a facility or improvement on the Premises that it is not possible or prudent for the Deferred Maintenance to be parsed between LAUSD and CHARTER SCHOOL and CHARTER SCHOOL shall compensate LAUSD for such services in accordance with LAUSD’s then prevailing rate. Prior to commencing any Deferred Maintenance work (regardless of whether it was included on a prior plan for Deferred Maintenance), Deferred Maintenance performed by CHARTER SCHOOL shall require the prior review and written approval of LAUSD pursuant to Section E2.1 of this Agreement. LAUSD discloses that certain facilities of the Premises will not be eligible for Deferred Maintenance and LAUSD shall not be required to contribute any funds for Deferred Maintenance which CHARTER SCHOOL may undertake for those existing facilities. Notwithstanding this provision, CHARTER SCHOOL, at its sole cost and expense, shall remain responsible to operate the Premises, including those facilities which are not eligible for Deferred Maintenance , in a good, safe, and sanitary condition in compliance with all Applicable Laws and LAUSD policies as set forth herein except LAUSD may not require the CHARTER SCHOOL to provide operate the Premises in a better condition than LAUSD provides for its operated school sites.

6. Article 7 Insurance. Notwithstanding any provision, the ability of CHARTER SCHOOL to participate in the LAUSD Property Insurance Program is deleted and is no longer available to CHARTER SCHOOL. Any and all references to CHARTER SCHOOL's ability to participate in the LAUSD Property Insurance Program and other terms unique to it such as, but not limited to the CHARTER SCHOOL's Property Insurance Premium, shall be deleted throughout the Agreement and the Agreement shall be interpreted as if such option did not exist.

7. Section 8.1 (a) LAUSD Consent. Section 8.1(a) shall be deleted and replaced in its entirety with the following:

(a) LAUSD Consent. CHARTER SCHOOL agrees that no alterations, additions or improvements ("Alterations" or "Alteration") to the Premises may occur without the prior written consent of LAUSD. Prior to the delivery or any supplies or the commencement of construction CHARTER SCHOOL shall comply with the process set forth below. CHARTER SCHOOL acknowledges that unauthorized Alterations constitutes a material violation of this Agreement. Subject to the terms of the dispute resolution provisions in Section 22.1 of this Agreement, in the event CHARTER SCHOOL undertook such unauthorized alterations, LAUSD in addition to any other rights which it may have, shall have the option to require CHARTER SCHOOL to pay to have the work redone by a contractor of LAUSD's choosing or LAUSD may elect to perform the work directly to restore the Premises, deliver an invoice to the CHARTER SCHOOL for these costs and, if the CHARTER SCHOOL does not make payment of undisputed amounts within sixty (60) days of its receipt of LAUSD's invoice, deduct said invoiced amount from the Revenue of the Charter School Account.

CHARTER SCHOOL agrees that no Alterations may occur without the prior written consent of LAUSD, which includes, if required by LAUSD, entering into a Development Agreement with LAUSD. Prior to the delivery of any supplies or the commencement of construction CHARTER SCHOOL shall comply with the process set forth below

8. Section 8.1(b) Compliance. Section 8.1(b) shall be amended to add the following:

(b) Compliance. CHARTER SCHOOL acknowledges and agrees that all Alterations shall comply with Applicable Laws and LAUSD standards and specifications.

9. Section 8.1(d) Permits and Approvals. Section 8.1(d) shall be deleted and replaced in its entirety with the following:

(d) Permits and Approvals. CHARTER SCHOOL, at its sole cost and expense, shall be responsible for obtaining all governmental permits and approvals, including DSA approval, for the Alterations, including all plans and drawings, to the full extent necessary pursuant to Applicable Laws. LAUSD discloses that DSA does not review plans and specifications for items such as, but not limited to, compliance with local ordinances, geotechnical (environmental), grading and drainage designs, storm water management, electrical, mechanical and plumbing. LAUSD will review the aforementioned items for compliance with LAUSD standards and specifications and CHARTER SCHOOL shall pay LAUSD's actual costs for such review. Any Alteration that does not require DSA approval may require permits and/or approvals from the building enforcement agency with jurisdiction over the area in which the Premises is located. CHARTER SCHOOL shall provide LAUSD with complete copies of all such permits and approvals prior to commencing construction of the Alterations.

10. Section 8.1(k) Labor Compliance. LAUSD discloses that the California Department of Industrial Relations requires it to operate a Labor Compliance Program for LAUSD property regardless

of the entity occupying or using the LAUSD property. As such, a charter school on LAUSD property may not operate its own program. Section 8.1(k) shall be deleted in its entirety and replaced with the following:

(k) Labor Compliance. If the Alterations constitute public works under the Labor Code, then all prevailing wage laws must be adhered to by CHARTER SCHOOL, and LAUSD’s state-approved Labor Compliance Program (acting with delegated authority from the Labor Commissioner) will enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages. Prior to the delivery of any materials and supplies or commencement of work on the Premises, CHARTER SCHOOL and LAUSD shall negotiate and enter into a Memorandum of Understanding for LAUSD’s Labor Compliance Program and cause all parties entering into a contract with CHARTER SCHOOL for the design, preconstruction, demolition, and/or construction of the Alterations to pay prevailing wages and adhere to the Labor Compliance Program requirements. CHARTER SCHOOL agrees to be subject to and bound by the Labor Compliance Program operated by LAUSD. CHARTER SCHOOL shall pay all costs incurred by LAUSD’s Labor Compliance Program to monitor and enforce prevailing wages for the Alterations. Such costs shall be separate from any wage and penalty assessment issued by LAUSD’s Labor Compliance Program to CHARTER SCHOOL or any of CHARTER SCHOOL’s contractors or subcontractors for violations of the Labor Code or any other Applicable Laws.

11. Section 8.2 Process. Section 8.2 shall be deleted and replaced in its entirety with the following:

8.2 Process. CHARTER SCHOOL shall comply with the following general review and approval process for any proposed Alterations:

(a) Project Scope. CHARTER SCHOOL shall submit to LAUSD a description of the scope of the proposed Alterations and a fee determined by LAUSD (payable by certified check) for its review of the proposed scope. The proposed scope shall contain, at a minimum, the scope and nature of the proposed Alteration, documented and submitted in the attached Charter School Alterations Request Form Pursuant to Facilities Agreements Form (Exhibit G), the estimated timeline for construction, which shall include the timeline for any investigations required (i.e. environmental, geotechnical), the intended use of the Alteration, the estimated total cost of the Alterations, documented and submitted in the attached Project Budget Worksheet (Exhibit H), and proof of funds to pay for the proposed Alterations (collectively, the “Project Scope”). CHARTER SCHOOL acknowledges that failure to submit a complete Project Scope will automatically deem the Alteration request as rejected. Upon receipt of a complete Project Scope and fee, and within twenty (20) business days of receipt, LAUSD shall review the Project Scope and issue a written statement:

(i) Determining whether the Alterations or portions thereof require DSA review and approval;

(ii) Determining whether the Alterations or portions thereof require LAUSD review and approval, and an estimate of LAUSD’s fee (payable by certified check) to review those items not requiring DSA approval;

(iii) Determining whether the Alterations or portions thereof require the review and approval of the building enforcement agency with jurisdiction over the area in which the Premises is located; or

(iv) Denying the Alterations.

LAUSD and the CHARTER SCHOOL agree that LAUSD is the owner of the Premises and as such has an interest in how the Premises are altered and the responsibilities and liabilities that may be imposed or incurred by LAUSD; and that the CHARTER SCHOOL is operating a public charter school on the Premises and has an interest in being able to alter or improve the Premises to enhance and enrich its educational program. The Parties agree to work together in good faith to review proposed Alterations. If LAUSD fails to provide any of the foregoing responses to CHARTER SCHOOL within said twenty (20) business day period, the Project Scope shall be deemed disapproved. CHARTER SCHOOL and LAUSD may agree to continue the review of the Project Scope past said twenty (20) business day period and shall negotiate in good faith to do so if either Party requests it.

(b) LAUSD Review of Plans and Specifications. All proposed Alterations require LAUSD’s review and approval of the plans and specifications prior to the delivery of any materials and supplies to or the commencement of any work on the Premises. LAUSD shall provide CHARTER SCHOOL with an estimated fee for the review (“Review Fee”) and CHARTER SCHOOL shall remit the Review Fee with the plans and specifications for the proposed Alterations. The review of the Project Scope is not a review and approval of plans and specifications but the concept of the proposed Alteration request. The Parties agree to work together in good faith to review the plans and specifications for the proposed Alterations and within the timeline provided. LAUSD may also propose to the CHARTER SCHOOL approving the proposed Alterations with specific revisions.

The Premises must comply with LAUSD policies and Applicable Laws including the laws, rules and regulations of the County of Los Angeles and/or city in which the Premises are situated if the Alterations are of a nature that are not reviewed by the State of California Division of State Architect (“DSA”).

(c) DSA Review and/or Local Agency Review. If the proposed Alterations require DSA review and approval, LAUSD as the owner of the Premises must sign the DSA form consenting to the DSA review. LAUSD will promptly sign the DSA form after it has reviewed and approved of the plans and specifications for the proposed Alterations pursuant to Section 8.2(b) above or when LAUSD believes de minimis issues remain which the parties will resolve in good faith. CHARTER SCHOOL, at its sole cost and expense, shall be responsible for obtaining DSA review and approval of the plans and specifications previously reviewed and approved by LAUSD.

If local agency review and approval are required, LAUSD as the owner of the Premises will sign the form required by the local agency indicating the owner’s consent to the review.

If the Alterations do not require DSA review and approval, LAUSD shall use reasonable efforts to review the submitted plans and specifications, and request clarifications or revisions, approve with conditions, or disapprove the plans and specifications for the proposed Alterations within one hundred twenty (120) days of the submittal of the plans and specifications and the certified check paying the Review Fee referenced above. The Parties agree to work together in good faith to review the plans and specifications for the proposed Alterations and within the timeline provided. LAUSD may also propose to the CHARTER SCHOOL approving the proposed Alterations with specific revisions to allow potential future use of the Premises including the Alterations as an LAUSD-operated public school. The one hundred twenty (120) day review period referenced herein shall be extended by an equivalent number of business days that LAUSD is closed for business. As an example, and not as a limitation, LAUSD shuts down its business operations between Christmas and New Year.

(d) Submittal of Approvals and Permits Prior to Construction. CHARTER SCHOOL shall deliver to LAUSD a true and accurate copy of each approval and permit for the proposed Alterations

a minimum of two (2) months before CHARTER SCHOOL desires to commence construction. This minimum time period is necessary to allow LAUSD to schedule inspections and oversight for construction and completion of construction.

(e) Inspections and Oversight. Notwithstanding any provision contained herein, CHARTER SCHOOL agrees that the Alterations shall not be constructed, used or put into operations prior to inspection and final clearance by DSA, if applicable, and LAUSD, including OEHS, M&O and/or the building enforcement agency with jurisdiction over the area in which the Premises is located.

CHARTER SCHOOL, at its sole cost and expense, shall pay for the DSA inspector of record as assigned by LAUSD or, if unavailable, a DSA inspector selected from LAUSD’s approved DSA inspectors list or, if the DSA inspector is not on LAUSD’s approved list, as reasonably approved by LAUSD to inspect the Alterations during construction and after completion. The DSA inspector shall be permitted access to the Premises at all times during construction, which access shall be coordinated between the DSA inspector and CHARTER SCHOOL.

Neither LAUSD’s right to make such inspections nor the making of such inspections, regardless of any assertions that such inspections amount to unauthorized supervision of construction, or the supervision of construction by the DSA Inspector, shall operate as a waiver of any rights of LAUSD to require that construction be accomplished with new materials, and executed in a good and workmanlike manner in accordance with the plans in all material respects, and Applicable Laws.

LAUSD may require specialty inspection to ensure the Alterations are being constructed in accordance with the approved plans and specifications and LAUSD policies. Specialty inspection may include, but shall not be limited to, inspection for geotechnical or Americans with Disability Act access.

CHARTER SCHOOL acknowledges that LAUSD shall provide oversight throughout the design development, construction and close-out of the Alterations. CHARTER SCHOOL shall be responsible for payment of LAUSD actual oversight fees which may include, but not be limited to, fees for OEHS, ITD and/or M&O (“Alteration Oversight Fees”). An estimate of the Alteration Oversight Fees will be provided to CHARTER SCHOOL upon approval of the plans and specifications by LAUSD.

(f) Close-Out. Within thirty (30) business days after completion of construction of any Alterations, CHARTER SCHOOL, at its sole cost and expense, shall, if applicable, cause a Notice of Completion to be recorded in the office of the Recorder of Los Angeles County in accordance with section 3093 of the Civil Code, or any successor statute, and shall furnish a copy thereof to LAUSD upon such recordation. At the conclusion of construction of Alterations, CHARTER SCHOOL, at its sole cost and expense, shall:

(i) cause the contractor that built the Alterations to (A) update all construction documents related to the Alterations as necessary to reflect all changes made to the construction documents during the course of construction, (B) forward the “record-set” to CHARTER SCHOOL’s architect of record who will prepare a final set of “as-built” drawings, and (C) deliver to LAUSD one (1) set of record-set of drawings (which shall be the DSA approved transparencies which the architect of record has recorded all of the as-built conditions and each sheet shall have the DSA application number and stamped “As-Built”) and one (1) CD containing said record-set of drawings in Auto-CAD format, within ninety (90) days following substantial completion of the Alterations; and

(ii) CHARTER SCHOOL shall maintain a copy of all warranties, guaranties, and operating manuals and information relating to the Alterations and deliver a copy of the same to LAUSD.

12. Effective Date. The Effective Date of this Addendum shall be the last date set forth below. This Amendment shall become effective and go into effect upon full execution by LAUSD and CHARTER SCHOOL (subject to approval by the Board).

13. Conflict and Electronic Signature. In the event of any conflict between the terms of this Amendment and the Agreement, this Amendment shall supersede and take priority. Except as set forth herein, all other terms and conditions of the Agreement continue to apply to the Parties and remain in full force and effect. Any executed copies of this Amendment and all related documents may be executed and delivered by mail or email transmission. The recipient of said transmission shall consider such delivery to constitute delivery of the originally executed document. Each party represents and warrants that any document which they deliver by email transmission shall be a true and correct copy of the original document. Each party hereby agrees that, when delivery of a document is effectuated by an email transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered. The Parties also agree that notice sent by email shall be considered written notice. Upon full execution of this Addendum, the contract period will be July 1, 2025 through June 30, 2028.

[Continued on next page.]

IN WITNESS WHEREOF, LAUSD and CHARTER SCHOOL have executed this Addendum on the dates set forth adjacent to their respective signatures.

CHARTER SCHOOL:

PALISADES CHARTER HIGH SCHOOL

Dated: _____

By _____

Name: Dr. Pamela Magee, Executive Director Palisades HS

Its: _____

Dated: _____

By _____

Name: _____

Its: _____

LAUSD:

:

Los Angeles Unified School District

Dated: _____

By _____

Name: Mark Borison

Its: Director of Real Estate & Business Development

SOLE OCCUPANT AGREEMENT

Between

LOS ANGELES UNIFIED SCHOOL DISTRICT
(as LAUSD)

and

PALISADES CHARTER HIGH SCHOOL
as the operator of that certain charter school
known as "PALISADES CHARTER HIGH SCHOOL"
(as CHARTER SCHOOL)

For

Name of School Campus: Palisades Charter High School

Located at: 15777 Bowdoin Street, Pacific Palisades, CA 90272

FUNDAMENTAL PROVISIONS

The following fundamental provisions are incorporated into the Agreement attached hereto and said provisions shall have the following meanings throughout the Agreement.

(a) LAUSD: Los Angeles Unified School District, a school district duly formed and existing under the laws of the State of California

(b) CHARTER SCHOOL: PALISADES CHARTER HIGH SCHOOL a California nonprofit public benefit Los Angeles Unified School District, a school district duly formed and existing under the laws of the State of California.

(c) CHARTER SCHOOL's Petition Date of Approval: July 1, 2023
Expiration Date: June 30, 2028
Grade Level of Instruction: 9th to 12th
Maximum No. of Students: 3000

(d) Is the charter school a conversion in accordance with Ed. Code sections 47605(a)(2), 52055.5, 52055.55, or 52055.650? [X] YES OR [] NO

(e) Premises: Initially all of that certain LAUSD school campus known as Palisades Charter High School and located at 15777 Bowdoin Street, Pacific Palisades, CA 90272. and more accurately described or depicted in Exhibit A attached hereto and incorporated herein by reference.

(f) Use: CHARTER SCHOOL shall use the Premises as a public school providing public education to its charter students in accordance with its Charter Petition and those uses directly accessory and incidental to the educational instruction.

(g) Term: Co-terminus with the Charter Petition for CHARTER SCHOOL subject to any renewal, denial of renewal or revocation of its Charter Petition, or earlier termination of this Agreement.

(h) Commencement Date July 1, 2025, which is the date of the last signature to this Agreement.

(i) Occupancy Date July 1, 2025.

(j) CHARTER SCHOOL's Address for Notices: [blank lines]

With a copy to: [blank lines]

(k) LAUSD's Address for Notices: LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S BEAUDRY AVE, 23rd Floor Los Angeles, California, 90017 Attn: Director of Real Estate and Business Development Facsimile No.: 213-241-6784

With a copy to: LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S BEAUDRY AVE, 23rd Floor Los Angeles, California, 90017 Attn: LAUSD Office of General Counsel Facsimile No.: 213-241-6784

(l) Maintenance CHARTER SCHOOL elects the following: [X] CHARTER SCHOOL, at its sole cost and expense, will perform the maintenance and operations services for the Agreement.

[] CHARTER SCHOOL. is requesting LAUSD perform the maintenance and operations services for the Premises. If LAUSD agrees to perform the maintenance and operations services for the Premises, CHARTER SCHOOL and LAUSD will enter into a separate agreement for such services.

(m) Exhibits

Exhibit A - Description or depiction of the Premises

Exhibit B - Inspections and tests

Exhibit C - Integrated Pest Management

Exhibit D - Deferred Maintenance Plan for the Premises

Exhibit E - Disclosures Pertaining to the Premises

SOLE OCCUPANT USE AGREEMENT

This AGREEMENT is made and entered into by LAUSD , as defined in the Fundamental Provisions, and CHARTER SCHOOL, as defined in the Fundamental Provisions with reference to the following:

RECITALS

A. LAUSD owns certain real property and facilities held in trust for the State of California ("State") to benefit all public school children residing in LAUSD's boundaries.

B. CHARTER SCHOOL is a charter school operating under the provisions of the Charter Schools Act of 1992 (the "Act"), California Education Code ("Ed. Code") section 47600 et seq. and those regulations, California Code of Regulations Title 5, Division 1, Chapter 11. Subchapter 19, Articles 1 through 3, inclusive ("Regs."), and providing public school instruction to public school children residing in boundaries.

C. CHARTER SCHOOL either: (i) submitted, pursuant to the Charter School Act of 1992, a timely request for reasonably equivalent school facilities in order to provide public school instruction to school children residing in the District's boundaries; (ii) was previously an LAUSD public school that converted to charter school status pursuant to Ed. Code sections 47605(a)(2), 52055.5, 52055.55 or 52055.650 and is remaining in occupancy of the school campus; or (iii) submitted a bid to lease the Premises in accordance with those leasing provisions of the Ed. Code.

D. WHEREAS, pursuant to Proposition 39 (Ed. Code section 47614) ("Prop. 39") and the State Board of Education's implementing regulations (Title 5, Section 11969.1 - 11969.9) ("Implementing Regulations") (Ed. Code section 47614 and the Implementing Regulations are collectively referred to as "Prop. 39") as they may be amended by the State Board of Education from time to time, the District has certain obligations to provide reasonably equivalent school facilities to charter schools that are providing public school instruction to school children residing in the District's boundaries;

E. LAUSD and CHARTER SCHOOL wish to set forth the terms and conditions on which CHARTER SCHOOL shall have the right to occupy the Premises for purposes of operating a public school, as well as the responsibilities of CHARTER SCHOOL with respect to the use and maintenance thereof, and the rights and responsibilities of LAUSD as the fee owner of the Premises.

NOW, THEREFORE, for good consideration had and received and the terms, conditions and covenants contained herein LAUSD and CHARTER hereby agree as follows:

ARTICLE 1. . GENERAL TERMS

1.1 Definitions. Capitalized words and phrases used and not otherwise defined elsewhere in this Agreement shall have the following meanings:

(a) "Applicable Laws" means and refers to all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the Ed. Code, the California Public Contract Code, the California Building Standards Law and any requirements Of the California Division of State Architect ("DSA"), and the Americans With Disabilities Act), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body exercising jurisdiction over the Premises or exercising functions similar to those of any of the foregoing, foreseen or unforeseen. The Parties recognize that the laws applicable to CHARTER SCHOOL and LAUSD may vary.

(b) "CHARTER SCHOOL Owned Property" shall mean those improvements, furniture, fixtures and other property owned by CHARTER SCHOOL located on the Premises.

(c) "Deferred Maintenance" shall mean facilities repair or replacement projects as described in Ed. Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include. but are not limited to. work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving. the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials. the encapsulation or removal of asbestos-containing materials, the inspection, identification. sampling. and analysis of building materials to determine the presence of lead-containing materials. the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

(d) "Emergency" shall be defined to include circumstances that risk the health and safety of students. personnel or other persons on the Premises, or circumstances that risk imminent damage or destruction to the Premises. or otherwise jeopardizes the operation or the Premises including, but not limited to, the safety and sanitary condition of the Premises.

(e) "Environmental Laws" means and refers to all state and local laws. ordinances, court orders and administrative directives. rules and regulations now or hereafter in force. as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater. and includes. without limitation, the Comprehensive Environmental Response. Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. § § 6901, et seq.; the Clean Water Act. 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and Ed. Code §§ 17210, et seq.. and California Code of Regulations, Title 5, §§ 14010, et seq.

(f) "General Fund" shall mean the unrestricted general fund revenue of LAUSD.

(g) "Hazardous Materials" shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material, or a pollutant or contaminant or infectious waste, or words of similar import. in any of the Environmental Laws. and includes but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas. natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof). polychlorinated biphenyls, urea formaldehyde. radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(h) "LAUSD F&E" shall mean any books, software, furniture, furnishings, equipment and other non-real property provided by LAUSD for use by CHARTER SCHOOL

(i) "Premises" shall mean the real property identified in Exhibit "A" and all buildings, structures, improvements, furniture, fixtures and other property owned by LAUSD located on said real property, and all utility (e.g. electrical. water, sewer, etc.) installations, systems and infrastructure located on and providing service to the Premises.

(j) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing, including continuing migration, into the environment of Hazardous Material into or through soil. air, surface water or groundwater.

(k) "Revenue of Charter School" and "Revenue of Charter School Account" shall mean the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Ed. Code Section 47632.

1.2 Statutory References and Exhibits. -The specific statutory references in this Agreement are to the Statutes and Regulations of the State of California unless otherwise specified. All Exhibits and Attachments are deemed fully incorporated into this Agreement.

ARTICLE 2. TERM

This Agreement shall commence on the Commencement Date set forth in the Fundamental Provisions and the term shall be co-terminus with CHARTER SCHOOL's Charter Petition (the "Term"), unless otherwise terminated as outlined in this Agreement. If CHARTER SCHOOL elects to renew the Charter Petition, CHARTER SCHOOL shall notify LAUSD of its desire to renew this Agreement and LAUSD shall within 30 days of its receipt of CHARTER SCHOOL's notice indicate whether it is inclined to renew this Agreement "as is" or whether there are any terms or conditions to be amended or modified. During the term of this Agreement, CHARTER SCHOOL shall not be required to make a request for facilities consistent with Proposition 39 and the Implementing Regulations for any fiscal year covered by this Agreement.

Notwithstanding any provision contained herein, this Agreement may be terminated:

(i) Automatically upon expiration of the Charter Petition for CHARTER SCHOOL; provided, that if CHARTER SCHOOL has timely submitted an application for renewal of its Charter Petition prior

to the expiration of said Charter Petition this Agreement shall continue on a month-to-month term until the chartering authority has acted upon CHARTER SCHOOL’s application for renewal. For purposes of this subsection, application for renewal means CHARTER SCHOOL. has submitted the documents required by the chartering authority for consideration of the renewal of the Charter Petition:

(ii) Automatically upon revocation or denial of renewal of the charter petition for CHARTER SCHOOL; provided, that, if CHARTER SCHOOL elects to pursue the review and appeal process provided by the Ed. Code, this Agreement shall continue on a month-to-month term until the Charter Petition is renewed under the review and appeal process provided by the Ed. Code; provided, further, that this Agreement shall automatically terminate if said review and appeal process provided by the Ed. Code has expired without the Charter Petition being renewed or reinstated;

(iii) For any breach of this Agreement by CHARTER SCHOOL which remains uncured after the notice and cure period provided in this Agreement.

ARTICLE 3. PREMISES

3.1 Agreement. LAUSD hereby grants the use of the Premises to CHARTER SCHOOL for the Term upon all of the conditions set forth in this Agreement, and CHARTER SCHOOL hereby agrees to use the Premises for the Term upon all of the conditions set forth in this Agreement.

3.2 Condition of the Premises. LAUSD makes no representations or warranties, express or implied, as to the condition of the Premises or the suitability of the Premises for use by CHARTER SCHOOL for CHARTER SCHOOL’s intended purpose or operating a public charter school. LAUSD is not aware of any defect in or condition of the Premises that would prevent the Premises to be used as a public school facility. CHARTER SCHOOL at its sole cost and expense, may conduct any and all inspections of the Premises to its full and complete satisfaction so long as it notifies LAUSD in writing at least 30 days prior to the testing or inspection.

3.3 Furnishings and Equipment. LAUSD shall provide to the Premises furnishings and equipment equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with Regs. Section 11969.2. These furnishings and equipment shall be used by CHARTER SCHOOL in connection with its educational program at the Premises. These furnishings and equipment shall remain the property of LAUSD. All furnishings and equipment located at the Premises shall be presumed to be the property of LAUSD unless CHARTER SCHOOL has developed an inventory of the furnishings and equipment that CHARTER SCHOOL has purchased for use on the Premises or brought to the Premises, or LAUSD can establish that LAUSD did not purchase said furnishings and/or equipment. CHARTER SCHOOL's personal property shall be properly inventoried and supported by backup documentation, such as receipts of purchase or other acceptable form of documentation. CHARTER SCHOOL shall not be required to inventory its furnishings and equipment located on the Premises if CHARTER SCHOOL provides a written statement to LAUSD that CHARTER SCHOOL does not want LAUSD to provide furnishings and equipment to the Premises.

(a) Telecommunications. The Premises are wired for telephone and computer data connectivity. CHARTER SCHOOL shall be responsible to provide all communications equipment and services for said communications equipment as it deems appropriate for its school operations. LAUSD shall provide, as part of delivering the Premises as reasonably equivalent, to the Premises phones, computer and related computer hardware and software and any upgrades thereto if such upgrades have been provided to the comparison group of schools in accordance with 5 C.C.R. Section 11969.2.

(b) Maintenance and Other Services for the Furnishings and Equipment, LAUSD shall not be obligated to provide maintenance and other services for the good and safe operation of the furnishings and equipment, including those items provided in subsection (a) above. CHARTER SCHOOL at its sole cost and expense, shall be responsible to provide maintenance and other services for the good and safe operation of the furnishings and equipment. LAUSD may agree separately in writing to provide maintenance and/or other services regarding the good and safe operations of the furnishings and equipment,

3.4 Title to Premises and Furnishings and Equipment. CHARTER understands that this Agreement shall provide CHARTER SCHOOL with the right to occupy and use the Premises and that CHARTER SCHOOL, represents and warrants that CHARTER SCHOOL shall not assert any ownership right, title or interest to the Premises based upon its status or possession, occupancy and use of the Premises. This Agreement shall only apply to the Premises and the improvements thereto and those furniture, fixtures and equipment provided by LAUSD to the Premises, and shall not be applicable to any CHARTER SCHOOL, Owned Property. There shall be a rebuttable presumption that any furniture, fixtures and equipment in the Premises is owned by LAUSD and CHARTER SCHOOL shall maintain an inventory and evidence of ownership of all CHARTER SCHOOL Owned Property brought to, stored, maintained or used on the Premises,

3.5 Delivery of Premises. Unless CHARTER SCHOOL is already in possession of the Premises, LAUSD agrees to have the Premises furnished, equipped and available for occupancy by CHARTER SCHOOL on the Occupancy Date, as defined in the Fundamental Provisions.

3.6 Compliance with Applicable Laws. To the best of LAUSD's knowledge LAUSD is not aware of any defect in or condition of the Premises that would prevent the use of the Premises by CHARTER SCHOOL as a public school. LAUSD has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that call into question the appropriateness or sufficiency of the Premises for use as a public school facility. LAUSD discloses that the Premises may not be in compliance with statutes, ordinances, regulations, orders or holdings that were subsequently enacted or issued after the construction of the Premises such as, but not limited to, the Federal Americans with Disability Act ("ADA").

(a) Limited Responsibility: Availability of Bond Funds or Other Funds. LAUSD acknowledges that CHARTER SCHOOL shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the failure of the Premises to comply with Applicable Laws at the time CHARTER SCHOOL took possession of the Premises or the commencement of this Agreement, whichever occurs or occurred first, unless the requirement to comply with Applicable Laws is imposed due to CHARTER SCHOOL'S acts or failure to act in connection with

the use of the Premises. LAUSD agrees that CHARTER shall not be liable for any harm, injury, or other liability resulting from the Premises' failure to comply with Applicable Laws at the time of commencement of this Agreement unless the failure to comply with Applicable Laws is imposed due to CHARTER SCHOOL's acts or failure to act in connection with the use of the Premises. Notwithstanding anything herein to the contrary, CHARTER SCHOOL shall only be responsible for compliance with the ADA, California Fair Employment & Housing Act ("FEMA"), and other Applicable Laws pertaining to access rights to the extent CHARTER SCHOOL makes any modifications or improvements to the Premises requiring compliance with ADA, FEMA and Applicable Laws or such requirements are imposed due to CHARTER SCHOOL's operations. Notwithstanding anything herein to the contrary, LAUSD shall not be required to spend any portion of its General Fund for lead remediation; compliance with ADA, FEMA or other Applicable Laws pertaining to access if reasonable accommodations can address the access issue: or any Routine Repair & General Maintenance ("RRGM"), Deferred Maintenance, or other repair, improvement, modernization or corrective work. To the extent LAUSD receives bond or other funds which are not based upon the enrollment of students in LAUSD operated schools, LAUSD shall include the Premises in LAUSD's plan for RRG, Deferred Maintenance, or other repair, improvement, modernization, or corrective work and LAUSD will include CHARTER SCHOOL in the planning and prioritization of bond funds allocated for the Premises.

ARTICLE 4. USE OF PREMISES

4.1 Use. CHARTER SCHOOL shall use the Premises for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter Petition for the charter school, and incidental related uses, such as extracurricular, civic, and community uses, with such use being subject to the terms of this Agreement, all Applicable Laws and LAUSD's standards and policies pertaining to use as a public school. LAUSD shall make available to CHARTER SCHOOL and, during the Term of this Agreement, recommends CHARTER SCHOOL inquire as to any updates or new standards and policies. CHARTER SCHOOL acknowledges and agrees that the use which CHARTER SCHOOL is permitted to make of the Premises is a material provision of and consideration for this Agreement. The Premises shall not be used for any lewd, lascivious, immoral or illegal purpose, including, without limitation, the sale of indecent or pornographic videos, compact discs or literature, or use as an off-track betting parlor, billiard parlor, bar, nightclub, discotheque, a so called "head shop", amusement arcade or massage parlor.

(a) CHARTER SCHOOL'S Compliance. CHARTER SCHOOL at its sole cost and expense, shall use the Premises as a public charter school in accordance with all Applicable Laws and LAUSD 's policies, as may be amended from time to time, that may apply to (a) (the Premises, or (b) the use or occupancy of the Premises by CHARTER SCHOOL (including the use of the Premises as a charter school). CHARTER SCHOOL acknowledges and agrees that it has a continuing obligation to maintain the Premises in accordance with all Applicable Laws including, without limitation, Environmental Laws and the ADA, now in existence or subsequently enacted or promulgated during the Term.

(b) Fingerprinting. CHARTER SCHOOL, at its sole cost and expense, shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Ed. Code. LAUSD at its sole cost and expense, shall be responsible ensuring compliance with all applicable fingerprinting and criminal background investigation

requirements described in the Ed. Code for all of its employees or consultants that LAUSD causes to enter upon the Premises.

4.2 Continuous Use. CHARTER shall uninterruptedly operate the charter school at the Premises during the Term, except for normal and customary school holidays and days when school is not in session and force majeure events.

4.3 Grant of Right to Use to Third Parties. Although CHARTER SCHOOL shall have the exclusive use of the Premises, CHARTER SCHOOL shall have limited rights to grant to third parties the use of the Premises.

(a) Civic Center Use. If permitted by law, pursuant to the Civic Center Act (Ed. Code section 38131 et seq.), the Premises shall be made available to the public for use after school hours established by CHARTER SCHOOL. CHARTER SCHOOL, at its sole cost and expense, shall adopt and operate a fair, transparent and neutral policy and procedures to make the Premises available for use by the public for use in accordance with the Civic Center Act. Otherwise, CHARTER SCHOOL shall be allowed to utilize the Premises as needed to effectuate its educational program. CHARTER SCHOOL shall provide to LAUSD a copy of its Civic Center Act policy, forms and rate schedule, and thereafter provide to LAUSD any amendments or modifications to said policy, forms and rate schedule.

(b) Filming. Notwithstanding any provision in this Agreement, CHARTER SCHOOL agrees that CHARTER SCHOOL shall have no right or authority to and shall not grant permission to use the name, image, logo, trademark or tradename of LAUSD in any print work, film, brochure or any other medium. The intent of the foregoing is to be interpreted broadly to prohibit any depiction or likeness of LAUSD to appear in any print work, film, documentary, television or other medium for communication, entertainment, or educational without the written consent of LAUSD.

LAUSD discloses that it has an interest in the use of the Premises because it is a revenue generating activity that provides additional funds to LAUSD. CHARTER SCHOOL at its sole cost and expense, shall adopt and administer a program to grant, if permitted by laws the temporary use of the Premises for film, documentary, television or other production on the Premises (generally referred to as "Film Work") in accordance with Applicable Laws. CHARTER SCHOOL's program for Film Work at the School shall address at a minimum the following issues: fire, life and safety arising from the activity occurring on the School; the payment for the repair or replacement of any damage and/or destruction of the School, or portion thereof; the assumption of liability by the party using the School; the nature or content of Film Work or the activity(ies) that will be permitted to occur on the School; and the Film Work or activity(ies) occurring at the School shall not negatively or offensively portray LAUSD or CHARTER SCHOOL.

(i) Costs and Fees. If the parties agree to allow the Film Work to occur on the Premises, the following shall apply:

(1) LAUSD's Film Cost. LAUSD shall determine whether it will have on-site supervision of the Film Work. If LAUSD will have its on-site supervision of the Film Work, LAUSD shall prepare an estimate of the cost ("LAUSD's Film Cost").

(2) Charge for Film Work. CHARTER SCHOOL shall cause its broker to charge to and collect in advance from the party conducting the Film Work the following: (A) the CHARTER SCHOOLS's Film cost, if any and not built into CHARTER SCHOOL's permission fee; (B) the LAUSD's Film Cost, if applicable; and (C) the permission fee established in accordance with CHARTER SCHOOL's then existing policy in effect.

Subsections (2)(A), (B) and (C) above shall sometimes collectively be referred to as the "Filming Fee."

(ii) Distribution of Filming Fee. CHARTER SCHOOL shall cause its broker to distribute the Filming Fee within 30 days of the broker receiving the Filming Fee and payment for any damage or destruction to the Premises in order of the priority set forth below:

(1) Broker's Commission. CHARTER SCHOOL's broker shall deduct its commission as provided in the agreement in effect by and between LAUSD and the broker;

(2) CHARTER SCHOOL's Film cost. CHARTER SCHOOL's broker shall provide a check directly to Charter School for 100% of Charter SCHOOL's Film Cost; provided, that if LAUSD is providing the for the Premises, CHARTER SCHOOL shall endorse the check and deliver the same to LAUSD within five (5) days of CHARTER SCHOOL's receipt of the check from LAUSD's broker;

(3) LAUSD's Film Cost. CHARTER SCHOOL's broker shall provide a check directly to LAUSD for 100% of LAUSD's Film Cost, if applicable;

(4) Balance. LAUSD's broker shall prorate and distribute the remaining balance of the Filming Fee in accordance with the then existing LAUSD policy on the proration of filming fees between LAUSD and schools. As of the date of this Agreement, the remaining Balance of the Filming Fee is prorated 75% to the school at which the filming occurred and 25% to LAUSD. LAUSD's broker shall be permitted to issue one (1) check payable to CHARTER SCHOOL for those funds provided herein and set forth in (ii)(2) above so long as CHARTER SCHOOL is performing 100% of the M&O for the Premises. LAUSD's broker shall be permitted to issue one (1) check payable to LAUSD for those funds provided herein and set forth in (iv)(3) above.

(iii) Damage From Film Work. In the event of any damage or destruction of the Premises due to the Film Work. LAUSD or LAUSD's film broker shall pursue the collection or the cost of repair and/or replacement of the damaged or destroyed portion from the party to whom permission was granted for the Film Work and all funds received shall first be used to repair and/or replace the damaged or destroyed portion to its condition existing prior to the Film Work; provided, that such work shall be

performed by LAUSD or, if LAUSD so agrees, by CHARTER SCHOOL; provided, further, that any remaining funds remaining after the repair and/or replacement work, shall be prorated between LAUSD and CHARTER in accordance with the then existing LAUSD policy in effect.

(iv) Unauthorized Film Work. In the event CHARTER SCHOOL allows Film Work to occur without the consent and participation of LAUSD, CHARTER SCHOOL shall deliver to LAUSD within twenty (20) days or its receipt of LAUSD's written demand the monies calculated in accordance with the following incremental scale:

0 to 3 incidences of Film Work in one (1) calendar year	Fifty percent (50%) of all monies, including the CHARTER SCHOOL's Film Cost, received in connection with the Film Work.
4 to 6 incidences of Film Work in one (1) calendar year	Seventy-five percent (75%) of all monies, including the CHARTER SCHOOL'S Film Cost, received in connection with the Film Work.
7 to 9 incidences of Film Work in one (1) calendar year	Ninety percent (90%) of all monies, including the CHARTER SCHOOL'S Film Cost, received in connection with the Film Work.

(v) Unauthorized Consideration. In the event CHARTER SCHOOL collects or receives additional consideration (e.g., donations of money, goods or services, extracurricular trips, etc.) in connection with the authorized Film Work or consideration for Film Work that occurs at the Premises outside of the process set in this Section 4.3(b), LAUSD shall have the right to demand and CHARTER SCHOOL shall deliver to LAUSD within twenty (20) days of its receipt of LAUSD's written demand a proportionate share of the consideration or the value of the consideration as calculated in accordance with the incremental scale in subsection (iv) above.

(vi) Use of LAUSD broker. Notwithstanding any provision herein, CHARTER SCHOOL may request to use LAUSD's broker to handle requests for Film Work on the Premises and LAUSD may agree to provide such service to CHARTER SCHOOL, based on mutually agreeable terms and conditions.

(c) Leasing: Licensing. LAUSD discloses that it has an interest in the use of the Premises because it is a revenue generating activity that provides additional funds to LAUSD, the risk of liability, and the risk of damage or destruction of the Premises. CHARTER SCHOOL, at its sole cost and expense, shall develop and administer a program to grant the temporary use of the Premises, or portion thereof (generally referred to as the "Licensing"), if permitted by law, as provided herein. LAUSD and CHARTER SCHOOL agree that Licensing of the Premises, or portions thereof, shall be handled and administered by CHARTER SCHOOL in the same manner as Film Work as provided in Section 4.3(b)

above. For purposes of Licensing, the term "Licensing" shall replace the word "Film Work" as used in Section 4.3(b) above.

(d) Use of LAUSD Asset Management. Notwithstanding any provision herein, the CHARTER SCHOOL may request to use LAUSD asset management group to handle requests and/or applications by third-parties to use the Premises and LAUSD may agree to provide such service to CHARTER SCHOOL based on mutually agreeable terms and conditions.

ARTICLE 5. OVERSIGHT FEE, PRO RATA SHARE AND OTHER PAYMENTS

5.1 Oversight Fee. The Parties acknowledge and agree that LAUSD may not, pursuant to California law, charge CHARTER SCHOOL rent in exchange for its use of the Premises, provided, however, LAUSD shall have the right to charge and collect an oversight fee for its supervisory duties set forth in Ed. Code Section 47604.32 ("Oversight Fee"). During the Term of this Agreement, LAUSD shall charge that oversight fee permitted in accordance with Section 47613 of the Ed. Code. As of the date of this Agreement, LAUSD shall have the right to charge and collect an oversight fee of up to three percent (3%) or the "revenue of CHARTER SCHOOL" if LAUSD does not collect a Pro Rata Share. Alternatively, as of the date of this Agreement, LAUSD shall have the right to collect an oversight fee of up to one percent (1%) of the "revenue of the CHARTER SCHOOL" in accordance with said Section 47613 if LAUSD elects to collect a Pro Rata Share in accordance with Section 47614(b) or said Ed Code. The Oversight Fee shall be adjusted periodically during the Term of this Agreement in accordance with any changes in Applicable Laws.

5.2 Pro Rata Share. In accordance with Section 47614(b) of the Ed. Code, LAUSD may collect a Pro Rata Share charge from CHARTER SCHOOL based on the ratio of space allocated by LAUSD to CHARTER SCHOOL divided by the total space of LAUSD. CHARTER SCHOOL is the sole occupant of the Premises and the Pro Rata Share, if any, collected by LAUSD, shall be based upon the total square footage of the Premises. On an annual basis LAUSD shall calculate the Pro Rata Share payable by CHARTER SCHOOL and the payment schedule, and deliver notice of such to CHARTER SCHOOL. The estimated total of the Pro Rata Share shall be payable by CHARTER SCHOOL in 12 monthly installments as a recurring payment in accordance with Section 5.3 below. The term "Pro Rata Share" shall refer to those monies collected by LAUSD in accordance with Section 47614 of the Ed. Code. The estimated total of the Pro Rata Share shall be payable by CHARTER SCHOOL in twelve (12) monthly installments as a recurring payment in accordance with Section 5.3 below. The term "Pro Rata Share" shall refer to those monies collected by in accordance with Section 47614 of the Ed. Code.

(a) Alterations Not Included. If CHARTER SCHOOL increases or has increased the square footage or the Premises, the added square footage shall not be included in the space allocation for purposes of calculating the Pro Rata Share so long as CHARTER SCHOOL, at its sole cost and expense, shall be solely liable and responsible for the Alterations, as defined below, such as, but not limited to, the payment of any and all fees, taxes or other assessments, compliance with all Applicable

Laws, maintenance, deferred maintenance, inspections and reporting requirements. Notwithstanding the foregoing, CHARTER SCHOOL agrees that the Alterations shall be included in the Premises for purposes of the LAUSD Property Insurance Program or such separate property insurance coverage that CHARTER SCHOOL may obtain for the Premises.

(b) Alterations Included. If, at any time during the Term of this Agreement, LAUSD is deemed responsible and/or liable for said Alterations in any manner by an agency which has jurisdiction over LAUSD. CHARTER SCHOOL shall pay to LAUSD any fee, tax, assessment, penalty or other charge for said Alterations in accordance with Section 5.4 and a one-time payment in accordance with Section 5.4 for the added square footage provided by the Alterations to bring the Pro Rata share current, which pro Rata Share shall be calculated from that date when the Alterations was deemed to have been the responsibility of LAUSD: provided. thereafter. the Alterations shall be included in the Premises for purposes of calculating the Pro Rata Share for so long as LAUSD is deemed responsible tor said Alterations.

(c) Alterations Prior to Agreement. If CHARTER SCHOOL has been in occupancy of the Premises prior to its execution of this Agreement, CHARTER SCHOOL agrees that this Section 5.2 shall apply to any previously constructed Alterations. Notwithstanding Section 5.2(a) above, if LAUSD has provided any Deferred Maintenance for the Alterations which costs were not paid in full solely by CHARTER SCHOOL or Bond Funds, as defined below, said Alterations shall be included in the calculation to determine CHARTER SCHOOL's Pro Rata Share.

5.3 Recurring Payments. CHARTER SCHOOL shall pay to LAUSD all agreed upon recurring payments before or on the first (1st) day of each calendar month without monthly or recurring notice or invoice by LAUSD. If CHARTER SCHOOL fails to either make a timely payment or dispute the payment. as provided in Section 5.5 below, LAUSD shall provide CHARTER SCHOOL with a notice of non-payment and CHARTER SCHOOL shall have 10 business days from the date of receipt of notice to respond. If CHARTER SCHOOL does not either make payment or dispute the payment, CHARTER SCHOOL authorizes and LAUSD may deduct the outstanding recurring payment from the Revenue of the Charter School Account.

Notwithstanding anything in this Agreement, CHARTER SCHOOL shall have the right to instruct LAUSD in writing to deduct any payment, including recurring payments due and owing from its Revenue of the Charter School Account.

5.4 Timely Payment. CHARTER SCHOOL shall pay all recurring payments as provided in Section 5.3 above. LAUSD shall deliver to CHARTER SCHOOL an invoice for other charges arising under this Agreement and CHARTER SCHOOL shall pay said charge by check or cash within 20 days following the receipt of the invoice. If CHARTER SCHOOL fails to pay any recurring payment and/or a charge when due or at the latest within the applicable cure period, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California. as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%). or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount was originally due to the date paid.

5.5 Disputes as to Payment. If CHARTER SCHOOL disputes all or any part of a payment due under this Agreement, CHARTER SCHOOL shall pay the undisputed portion of the payment per the terms provided in this Agreement and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the State of California or otherwise mutually agreed between the parties, at the CHARTER SCHOOL's expense. CHARTER SCHOOL shall provide LAUSD with a letter or notice entitled "Payment Under Protest" stating that CHARTER plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that said payment would have been due under this Agreement. Within 30 days after the date when the disputed payment was due, CHARTER SCHOOL shall provide a further letter to LAUSD specifying in detail why CHARTER SCHOOL is not required to pay all or part of such amount.

The parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Section 22.1 of this Agreement, The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the parties proportionally on the same percentage allocation as the disputed payment amount. Any portion of the disputed amount that is awarded to LAUSD shall bear interest at the Interest Rate provided in Section 5.4 above; provided, that any interest accrued on the escrow funds, or portion thereof, that is awarded to LAUSD shall be deducted from the amount due for the Interest Rate.

5.6 Timely Charges. The Parties agree that the statute of limitations to collect or dispute any amounts due and owing under this Agreement shall be four (4) year from the date when said charge accrued.

5.7 Taxes; Assessments. CHARTER SCHOOL shall pay any assessment on the Premises, including any improvements which CHARTER SCHOOL constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or CHARTER SCHOOL's legal or equitable interest created by this Agreement, and taxes assessed against and levied upon CHARTER SCHOOL's Alterations, as defined below, and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. LAUSD shall deliver any such tax or assessment to CHARTER SCHOOL and CHARTER SCHOOL shall pay such tax or assessment before delinquency; provided, that if LAUSD does not receive from CHARTER SCHOOL any evidence of the timely payment of such tax or assessment, LAUSD may, but shall not be obligated to, pay such tax or assessment to avoid delinquency and LAUSD shall seek repayment from CHARTER SCHOOL in accordance with Section 5.4 above. CHARTER SCHOOL may contest or dispute the tax or assessment with the taxing authority.

ARTICLE 6. MAINTENANCE OF PREMISES

6.1 Maintenance & Operations Services. CHARTER SCHOOL, at its sole cost and expense, shall maintain and operate the Premises in a good, safe and sanitary condition. CHARTER SCHOOL shall observe all Applicable Laws. CHARTER SCHOOL shall submit and keep current its policies, practices

and procedures for the maintenance and operation of the School for the duration of this Agreement. Maintenance and operations (“M&O”) are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment. The foregoing shall include the payment of all charges for utilities, power and other services for the Premises and compliance with LAUSD’s pest management policy, attached hereto and incorporated herein by reference as Exhibit C, as may be amended during the Term of this Agreement.

6.2 Fee-For-Services. The charge for Fee-For-Services, as defined below, regardless of whether such charge is recurring or sporadic, shall not constitute a Pro Rata Share charge as contemplated by Section 47614(b) of the Ed. Code. The charges for Fee-For-Services will not be deducted by LAUSD from the Revenue Of the Charter School Account nor offset against any monies owing to CHARTER SCHOOL.

(a) Recurring Fee-For-Services. CHARTER SCHOOL may request LAUSD to provide all M&O services to maintain and operate the Premises in a good, safe and sanitary condition in accordance with LAUSD’s standards and policies and LAUSD may agree to provide services to the Premises. CHARTER SCHOOL and LAUSD shall mutually agree on the scope of M&O services and the fees and payment for such services in a written instrument (“Fee-For-Services”),

(b) Non-Recurring Fee-For-Services. In addition to any recurring Fee-For-Services, if any, CHARTER SCHOOL may request in writing for additional or one-time occurring M&O services and an estimate of the fee for said service(s). LAUSD shall provide CHARTER SCHOOL with an estimate for the requested service(s) within five (5) business days of LAUSD’s receipt of CHARTER SCHOOL’s request. Upon mutual agreement regarding the scope of service(s) to be provided and the fee for said service(s), the parties shall execute an agreement setting forth at a minimum the scope of service(s), the fee for said service(s), and the date when the service(s) shall commence and be completed. LAUSD shall issue an invoice to CHARTER SCHOOL for said service(s) and CHARTER SCHOOL shall pay said invoice in accordance with Section 5.4 above.

6.3 Deferred Maintenance.

(a) State Budget Shortfall. Currently, the State is experiencing a budget shortfall and through legislative action, school districts are not required to contribute funds towards Deferred Maintenance on an annual basis. LAUSD discloses that LAUSD is not contributing a portion of its General Fund or other funds for Deferred Maintenance, and discloses that the Deferred Maintenance Plan, defined below, does not contain any new projects. For that period during which LAUSD does not contribute a portion of its General Fund towards Deferred Maintenance, LAUSD shall not collect from CHARTER SCHOOL through the Pro Rata Share an amount for Deferred Maintenance.

(b) Bond Funds. LAUSD discloses that for the past several years, Deferred Maintenance for both LAUSD schools and schools operated by charter schools have been funded through the use of local or state bond funds (“Bond Funds”), and LAUSD was not collecting a contribution from charter schools through the Pro Rata Share for Deferred Maintenance. LAUSD discloses that it has

additional Bond Funds which may be funded in the future. As in the past, if LAUSD has Bond Funds (actual money as opposed to bonds that have been approved but not funded yet) for Deferred Maintenance and LAUSD is not contributing a portion of its General Fund towards Deferred Maintenance, LAUSD shall not collect a contribution from CHARTER SCHOOL through the Pro Rata Share for Deferred Maintenance. CHARTER SCHOOL agrees that LAUSD shall be responsible for the performance of Deferred Maintenance paid for with Bond Funds.

(c) LAUSD Funds, When LAUSD resumes contributing a portion of its General Fund towards Deferred Maintenance, LAUSD shall collect from CHARTER SCHOOL and CHARTER SCHOOL shall pay a contribution through the Pro Rata Share for Deferred Maintenance.

Due to the legislative action referred to in Section 6.3(a) above, LAUSD is not required to prepare a five (5) year plan for Deferred Maintenance ("Deferred Maintenance Plan"). However, when funding for Deferred Maintenance becomes available as referenced in Sections 6.3(b) and/or this subsection (c), LAUSD shall prepare a Deferred Maintenance Plan as required by the Ed. Code for LAUSD property, which may include the Premises. The last Deferred Maintenance Plan with allocated funding for identified services and/or projects, which may or may not include the Premises, is attached hereto and incorporated herein by reference as Exhibit D. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance to be delivered by LAUSD to the Premises if the Premises are eligible for inclusion; provided. However, the parties acknowledge that there may not be any scheduled Deferred Maintenance for the Premises. During the Term of this Agreement and in accordance with Section 11.1 below, LAUSD shall have the right to inspect the Premises to identify those Deferred Maintenance required and/or recommended for the Premises.

(i) LAUSD Responsibility for Deferred Maintenance. During the Term of this Agreement and subject to Sections 6.3(a), (b) and (c), LAUSDs shall be responsible for the Deferred Maintenance for the Premises if the Premises are eligible to be included in LAUSD's Deferred Maintenance Plan pursuant to Section 17582 of the Ed. Code. CHARTER SCHOOL understands and agrees that eligibility for inclusion in LAUSD 's Deferred Maintenance Plan is subject to CHARTER SCHOOL contributing its proportionate share of its funds towards Deferred Maintenance and the facility or improvement is one which LAUSD is permitted to spend Deferred Maintenance funds for. If the Premises is eligible for inclusion in LAUSD's Deferred Maintenance Plan, in addition to the services set forth in the Deferred Maintenance Plan, CHARTER SCHOOL may request additional Deferred Maintenance or accelerated service by submitting a written request to LAUSD's Maintenance & Operations Division and LAUSD shall, whenever feasible and without jeopardizing priority maintenance services to other schools, perform such additional or accelerated Deferred Maintenance services for CHARTER SCHOOL. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this Section 6.3(c) in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Laws and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this Section 6.3(a) will be timely commenced and diligently prosecuted through completion.

(ii) No Guarantee of Deferred Maintenance. LAUSD discloses and CHARTER SCHOOL acknowledges that contribution of CHARTER SCHOOL,'s proportionate share of its funds towards Deferred Maintenance is not a guarantee or assurance the Premises will receive Deferred Maintenance during each year CHARTER SCHOOL, contributes a proportionate share of its funds

towards Deferred Maintenance. LAUSD operated schools are not guaranteed or assured of Deferred Maintenance during each year that a portion of LAUSD's (General Fund is contributed towards Deferred Maintenance. As a disclosure, in past years LAUSD has contributed approximately \$30-million towards Deferred Maintenance and together with the State matching funds, approximately \$60-million was available for Deferred Maintenance, which was used to address less than one percent (1%) of the \$6-billion backlog of Deferred Maintenance services and projects for the entirety of LAUSD.

(iii) CHARTER SCHOOL Input Into Deferred Maintenance Projects.

LAUSD discloses that typically Deferred Maintenance funds are prorated to the LAUSD Local Districts and the condition of the schools within each Local District are assessed ("Facilities Condition Index"). The Facilities Condition Index at a school determines its priority in receiving Deferred Maintenance. LAUSD agrees that if CHARTER SCHOOL is contributing a proportionate share of its funds towards Deferred Maintenance, CHARTER SCHOOL, shall be included with all other sole occupants of LAUSD school facilities who are contributing their respective proportionate share of their respective funds towards Deferred Maintenance ("LD Sole Occupants"). LAUSD, at the expense of CHARTER SCHOOL, shall inspect the Premises and establish the Facilities Condition Index for the Premises. The members of the LD Sole

Occupants shall determine the priority or Deferred Maintenance for the schools within the LD Sole Occupants. CHARTER SCHOOL agrees that consistent with Section 5.2 above any Alterations which CHARTER SCHOOL constructs or causes to be constructed on the Premises shall not be eligible for Deferred Maintenance services and/or projects to be Funded with Deferred Maintenance funds; provided, that consistent with Section 5.2 above. if LAUSD is deemed responsible for the Alterations and the square footage of said Alterations is included in the calculation of the Pro Rata Share. said Alterations is eligible for consideration for Deferred Maintenance services and/or projects.

(d) CHARTER SCHOOL responsibility for Deferred Maintenance. CHARTER

SCHOOL, at its sole cost and expense, shall be responsible for Deferred Maintenance for those Alterations that CHARTER SCHOOL constructs or causes to be constructed on the Premises and those existing facilities of the Premises which are not eligible for inclusion in LAUSD's Deferred Maintenance Plan in a good, safe and sanitary condition in compliance with all Applicable Laws. Deferred Maintenance services and/or projects shall require the prior review and written approval of LAUSD in the same manner as an Alterations as provided in Article 8 below.

(e) Prior Alterations. If CHARTER SCHOOL has been in occupancy of the Premises

prior to the execution of this Agreement, CHARTER SCHOOL agrees that any previously constructed Alterations shall not be eligible for consideration for Deferred Maintenance services and/or projects unless the Deferred Maintenance will be funded by Bond Funds or CHARTER SCHOOL has contributed towards Deferred Maintenance through payment of its Pro Rata Share.

6.4 LAUSD May Perform. In the event LAUSD determines that service(s) is appropriate for the Premises to be in a good, safe and sanitary condition and/or Deferred Maintenance service(s) is necessary to preserve the Premises, in accordance with Applicable Laws and/or LAUSD policies, LAUSD shall identify the nature and scope of the M&O service and/or Deferred Maintenance service in a written

instrument delivered to CHARTER SCHOOL ("Notice of M&O or Deferred Maintenance"). CHARTER SCHOOL shall have 30 days from the date of its receipt of the Notice of M&O or Deferred Maintenance to perform the identified M&O service(s) and/or Deferred Maintenance service(s) or deliver to LAUSD a plan to commence and perform the M&O service(s) and/or Deferred Maintenance service(s); provided, that if CHARTER SCHOOL fails to do so, LAUSD may perform the identified M&O service(s) and/or Deferred Maintenance service(s) and CHARTER SCHOOL shall reimburse LAUSD pursuant to Section 5.4 above. In the event of an Emergency, LAUSD may perform any service necessary to mitigate the Emergency without notice to CHARTER SCHOOL and CHARTER SCHOOL shall reimburse LAUSD pursuant to Section 5.4 above.

6.5 LAUSD's Obligations. CHARTER SCHOOL acknowledges that LAUSD shall have no responsibilities or obligation to maintain the Premises unless the parties mutually agree upon the scope of and fee for LAUSD's services and enter into an appropriate agreement. CHARTER SCHOOL agrees that LAUSD shall have no responsibilities or obligations to provide Deferred Maintenance for those portions of the Premises that are ineligible for inclusion in the Deferred Maintenance Plan unless the parties mutually agree upon the scope of and fee for LAUSD's services and enter into an appropriate agreement.

ARTICLE 7. INSURANCE

7.1 CHARTER SCHOOL's Insurance. Beginning on the Commencement Date and continuing until this Agreement terminates, CHARTER SCHOOL, shall satisfy all of the following insurance requirements, in addition to those required in its Charter Petition, throughout the Term of this Agreement:

(a) Liability Insurance. Commercial general liability insurance with respect to the Premises and CHARTER SCHOOL Owned Property, if any, and the operations of or on behalf of CHARTER SCHOOL in, on or about the Premises, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the Premises as required by LAUSD as a school district. Coverage shall be maintained with no Self-insurance Retention above \$15,000 without the prior written approval of LAUSD. In addition, CHARTERSCHOOL shall procure, pay for and keep in full force and effect primary automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence covering owned, hired and non-owned vehicles used by CHARTER SCHOOL.

(b) Property Insurance. LAUSD shall maintain first party property insurance for the facilities allocated to CHARTER SCHOOL (CA Code Title 5, Division 1, Chapter 11, Subchapter 19, Article 3, Section 11969.9(K)(1)). CHARTER SCHOOL, at its sole cost and expense, shall either participate in LAUSD's property insurance ("LAUSD Property Insurance Program") or obtain and maintain separate property insurance for the Premises acceptable to LAUSD. The property insurance shall protect the Premises against loss from theft, fire or other perils. Within 30 days of CHARTER SCHOOL's execution of this Agreement, CHARTER SCHOOL shall notify LAUSD of its election to either participate in the LAUSD Property Insurance Program or obtain and maintain separate property insurance for the Premises. Prior to the occupancy of the Premises, CHARTER SCHOOL shall pay to LAUSD the CHARTER SCHOOL's Property Insurance Premium, defined below, or provide evidence that separate

property insurance acceptable to LAUSD) has been obtained and is currently in effect. If CHARTER SCHOOL is in occupancy of the Premises, within 30 days of CHARTER SCHOOL's execution of this Agreement, CHARTER SCHOOL shall deliver notice of its election and remit payment of the CHARTER SCHOOL's Property Insurance Premium or evidence of valid issuance of separate property insurance acceptable to LAUSD.

(i) LAUSD Property Insurance Program. If CHARTER SCHOOL elects to participate in the LAUSD Property Insurance Program, CHARTER SCHOOL shall pay its proportionate share of the costs LAUSD incurs to obtain and maintain property insurance for LAUSD property. CHARTER SCHOOL's proportionate share of the premiums for the property insurance shall be calculated by multiplying the per-square-foot-rate cost for property insurance (as disclosed in the "LAUSD Facilities Cost" for the applicable year) to the total square footage of the Premises, including the square footage added to the Premises by any Alterations ("CHARTER SCHOOL's Property Insurance Premium"). The CHARTER SCHOOL's Property Insurance Premium shall be paid in monthly installments as a recurring payment.

LAUSD discloses that the LAUSD Property Insurance Program renews effective July 1ST of each year. At the time LAUSD prepares the facilities cost for purposes of determining pro rata share as required under the Charter School Act of 1992 and the regulations, LAUSD does not know what the premium will be for the LAUSD Property Insurance Program for the fiscal year beginning July 1st within three (3) months after July 1st, LAUSD shall provide notice to CHARTER SCHOOL of any adjustment in CHARTER SCHOOL's Property Insurance Premium arising from the insurance policy going into effect on July and the new monthly amount for CHARTER SCHOOL Property Insurance Premium. In the event of any increase in CHARTER SCHOOL's Property Insurance Premium, said increase shall be paid in equal monthly installments through the following months to June of the next year and CHARTER SCHOOL shall pay a one-time lump sum to bring CHARTER SCHOOL's Property Insurance Premium into compliance with the new monthly installments. In the event any decrease in CHARTER SCHOOL's Property Insurance Premium, said decrease shall be credited against future monthly installment(s) due and payable to LAUSD.

(A) Deductible. CHARTER SCHOOL, at its sole cost and expense, shall be responsible to pay any property insurance deductible under the LAUSD Property Insurance Program for any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of the Premises, or any component or part thereof. As of March 31, 2010, the property insurance deductible payable under the LAUSD Property Insurance Program is \$500,000.00. A new policy of property insurance will go into effect on July 1, 2010 and thereafter on said anniversary date during the Term of this Agreement. The property insurance deductible may increase or decrease with each property insurance policy and LAUSD shall notify CHARTER SCHOOL of any adjustment to the current property insurance deductible of \$500,000.00.

Prior to occupancy of the Premises and thereafter on each anniversary date of CHARTER SCHOOL's execution of this Agreement, CHARTER SCHOOL shall provide evidence of its ability to pay the property insurance deductible by providing to LAUSD:

(I) A letter of credit in the amount of the current property insurance deductible issued by a nationally recognized financial institution. CHARTER SCHOOL shall require the issuer of such letter of credit to provide to LAUSD prior written notice of any rescission or cancellation of said letter of credit. Upon learning of any actual or planned rescission or cancellation of said letter of credit, LAUSD shall have the right to secure all funds in the Revenue or Charter School Account from distribution and, in the event the Revenue of Charter School Account has insufficient funds to cover the property insurance deductible, LAUSD may secure from distribution any and all other funds controlled by LAUSD intended to be distributed to CHARTER SCHOOL or declare CHARTER SCHOOL in default of this Agreement. CHARTER SCHOOL, shall have the right to provide a letter of credit in the amount of the current property insurance deductible in accordance with the terms and conditions of this Section 7.1(b)(i)(A) and upon confirmation of the compliance of such subsequent letter of credit, LAUSD shall release all "holds" on the funds LAUSD secured in accordance with this Section 7.1(b)(i)(A); or

(II) Evidence of sufficient cash funds maintained in a segregated escrow account and which funds can only be withdrawn and distributed with the written consent of LAUSD; or

(III) An insurance policy providing coverage in the amount of the current property insurance deductible which proceeds shall be payable on the occurrence of any casualty at the Premises caused by any source excluding the negligence or willful misconduct of LAUSD. Such insurance shall comply with the general conditions set forth in Section 7.1(b)(ii) below. If CHARTER SCHOOL elects to obtain an insurance policy providing coverage in the amount of the current property insurance deductible, CHARTER SCHOOL, shall provide LAUSD with a copy of the proposed insurance policy and LAUSD shall review and determine whether such insurance policy is reasonably acceptable and compatible with the LAUSD Property Insurance Program. Thereafter, at least 60 days prior to the expiration of the then existing insurance policy in effect for the property insurance deductible, CHARTER SCHOOL shall provide to LAUSD the proposed insurance policy for review and approval. If the proposed insurance policy for the property insurance deductible is acceptable to LAUSD and CHARTER SCHOOL, is in good standing under this Agreement, as a gesture of good will and to provide CHARTER SCHOOL, with the opportunity to appropriately budget for property insurance requirements, LAUSD shall provide to CHARTER SCHOOL a total sum of \$1,000 per year of the initial five (5) year Term of this Agreement which \$1,000 shall be applied to the approved insurance policy for the property insurance deductible.

(B) In the event of damage or destruction of the Premises, or portions thereof, and CHARTER SCHOOL is unable or refuses to pay the property insurance deductible required under the LAUSD Property Insurance Program. CHARTER SCHOOL agrees that LAUSD shall have no responsibility or obligation to pay the property insurance deductible, cause the Premises to be repaired, restored or replaced, or provide alternate facilities for CHARTER SCHOOL and CHARTER SCHOOL agrees the waiver set forth in Article 25 of this Agreement shall apply and shall continue to apply until CHARTER SCHOOL remits to LAUSD the property insurance deductible in a reasonable time period to allow LAUSD to make a demand upon the property insurance LAUSD maintains for the Premises or, if payment occurs after that time period when LAUSD can make a demand on the property insurance for the casualty, CHARTER SCHOOL makes LAUSD whole for the damage and/or destruction of the Premises or portion thereof.

(C) LAUSD discloses that the property insurance policy that went into effect on July 1, 2009 requires the payment of a \$500,000 deductible before insurance coverage is provided. The July 1, 2009 property insurance policy allows a sole occupant of LAUSD property to pay an amount in addition to the CHARTER SCHOOL's Property Insurance Premium to reduce the property insurance deductible to \$100,000. If CHARTER SCHOOL elects to pay an additional amount to reduce the property insurance deductible, CHARTER SCHOOL shall notify LAUSD and LAUSD shall provide CHARTER SCHOOL with a quote from LAUSD's property insurance provider of the cost to reduce the property insurance deductible. If CHARTER SCHOOL elects to reduce the property insurance deductible by paying an amount in addition to the CHARTER SCHOOL Property Insurance Premium, CHARTER SCHOOL shall remit payment of such additional amount prior to occupancy of the Premises.

(ii) Separate Property Insurance. If CHARTER SCHOOL elects to obtain and maintain separate property insurance for the Premises, CHARTER SCHOOL shall deliver to LAUSD a copy of the proposed property insurance policy. LAUSD shall review and determine whether such insurance policy is reasonably acceptable and compatible with the LAUSD Property Insurance Program within 30 days of the delivery of the proposed property insurance policy to LAUSD. CHARTER SCHOOL understands and agrees that if CHARTER SCHOOL elects to obtain and maintain separate property insurance for the Premises such property insurance as accepted by LAUSD must be valid and in effect prior to the occupancy of the Premises by CHARTER SCHOOL. Thereafter throughout the Term of this Agreement, CHARTER SCHOOL shall provide to LAUSD on the anniversary date of such opt out written evidence that said accepted property insurance policy is in effect without modification.

(c) CHARTER SCHOOL Personal Property Insurance. CHARTER SCHOOL at its sole cost and expense, shall obtain and maintain insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all or the CHARTER Owned Property and CHARTER 's loss of income or extra expense, and Other items of personal property in an amount not less than of replacement value. Such insurance shall contain: (i) a waiver of coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD.

Notwithstanding the minimum amount of insurance coverage set forth in this Section 7.1, CHARTER SCHOOL shall have the right to obtain and maintain during the Term of this Agreement insurance coverage in excess of the minimum requirements set forth above and as may be periodically adjusted. Notwithstanding the amount of insurance coverage specified above and its Charter Petition, throughout the Term of this Agreement, LAUSD shall have the right to periodically review the insurance requirements set forth herein and adjust the insurance requirements set forth in this Agreement and in the Charter Petition that CHARTER SCHOOL shall be obligated to observe as LAUSD reasonably deems prudent in its business judgment. CHARTER SCHOOL understands that activities or events occurring at the Premises may affect the insurance requirements stated in the Charter Petition and vice versa. and agrees that LAUSD's right to review and adjust the insurance requirements shall apply both to this Agreement and the Charter Petition. In the event LAUSD adjusts the insurance requirements under this Agreement, LAUSD shall provide CHARTER SCHOOL with notice of any adjustments and CHARTER SCHOOL shall have 30 days from the date of its receipt of LAUSD's notice to adjust any insurance separately maintained by CHARTER SCHOOL accordingly.

7.2 Insurance Policy Criteria. All policies of insurance required to be carried by CHARTER SCHOOL shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than A.M. Best, A-, VII, or better. The Parties agree that alternative insurance through a Joint Powers Authority, reasonably approved by LAUSD, shall satisfy the CHARTER SCHOOL's obligations under this section. Any such insurance required of CHARTER SCHOOL hereunder may be furnished by CHARTER SCHOOL under any blanket policy carried by it or under a separate policy therefore. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to LAUSD prior to the date CHARTER SCHOOL is given the right to possession of the Exclusive Use Premises, and upon renewals, not less than 30 days prior to the expiration of such coverage. In addition, **all policies shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insured.** CHARTER SCHOOL's insurance policies shall provide specifically that any insurance carried by LAUSD which may be applicable to any claims or loss shall be deemed excess and CHARTER SCHOOL's insurance shall be primary for any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the use or occupancy of the Exclusive Use Premises. or any component or part thereof, by CHARTER SCHOOL's Parties; provided however that LAUSD's insurance shall be primary for claims caused by the gross negligence, intentional disregard or malfeasance of LAUSD. LAUSD may, at any time and from time to time, upon reasonable notice to CHARTER SCHOOL and at no cost to CHARTER SCHOOL inspect and/or copy any and all insurance policies required hereunder which CHARTER SCHOOL has obtained and maintains, and in no event shall the then-limits or any policy be considered as limiting the liability of CHARTER SCHOOL under this Agreement.

7.3 Failure to Obtain Insurance. If CHARTER SCHOOL fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any Applicable Laws, LAUSD may (but without obligation to do so), and with concurrent notice to CHARTER SCHOOL, perform all or some of such obligations on behalf of CHARTER SCHOOL, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid. shall become due and payable as additional payment by CHARTER SCHOOL to LAUSD. Prior to exercising such right, LAUSD shall provide notice to CHARTER SCHOOL identifying the insurance requirements in this Article 7 which LAUSD intends to perform on behalf of CHARTER SCHOOL.

7.4 Reimbursement. CHARTER SCHOOL shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of section 7.3 herein, in accordance with Section 5.3.

7.5 LAUSD Insurance. During the Term of this Agreement, LAUSD shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the Exclusive Use Premises and any personal property owned by LAUSD) in amounts equal to that which would be in place if the Exclusive Use Premises were occupied by another school of LAUSD; provided, that CHARTER SCHOOL's insurance policies shall be primary and LAUSD's coverage of the Exclusive Use Premises shall be excess as provided in Section 7.2 above. For

services provided by LAUSD to CHARTER SCHOOL, LAUSD shall maintain responsibility for those services and such services shall be covered by LAUSD's self-insurance or any insurance that LAUSD may maintain.

7.6. Interpretation. For purposes of this Article 7 and all other provisions of this Agreement pertaining to liability and indemnification, the term "CHARTER SCHOOL" shall be construed to mean CHARTER SCHOOL. its board or governing body. officers. employees. agents, students and invitees.

ARTICLE 8. ADDITIONS AND ALTERATIONS

8.1 Right to Improve. During the Term of this Agreement, CHARTER SCHOOL, at its sole cost and expense, shall have the right to make alterations, additions, or improvements to, including signage installation, on the Premises ("Alteration" or "Alterations") upon satisfaction of those terms and conditions which LAUSD may require in addition to all of the following terms and conditions and the satisfaction of Section 8.2 below:

(a) LAUSD Consent. CHARTER SCHOOL agrees that no Alterations may occur without the prior written consent of LAUSD. Prior to the delivery or any supplies or the commencement of construction CHARTER SCHOOL shall comply with the process set forth below.

(b) Compliance. All Alterations, including the construction or such Alterations. shall comply with Applicable Laws. The phrase "Applicable Laws" shall refer to all Statutes, ordinances, rules and regulations pertaining to public schools as if the Premises was still a school campus operated by public school district and the public school district was the entity performing the work such as, but not limited to, the submittal to and approval by the DSA. if applicable, the California Public Contracting Code, applicable, and California Labor Code. if applicable. If the Alterations do not require compliance with the Field Act, the Alterations shall comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the Premises is located. If the Alterations require the Premises to immediately comply with any statutes, ordinances, rules and regulations applying to the Premises, CHARTER SCHOOL at its sole cost and expense. shall comply with and satisfy such statute, ordinance, rule and/or regulation. or may elect not to construct its Alterations. As an example, and not as a limitation on the construction of this provision or an admission, if an Alteration causes the Premises to immediately comply with the Americans with Disabilities Act, CHARTER SCHOOL shall bear the sole expense of compliance or may elect not to construct the Alteration.

(c) Ownership of Alterations. Unless otherwise agreed by the parties in writing, CHARTER SCHOOL maintains its ownership rights in any Alterations and may be allowed to remove the same at termination of this Agreement so long as CHARTER SCHOOL. at its sole cost and expense, restores the Premises to the condition existing prior to the Alteration, reasonable wear and tear excluded. The term "Premises" as previously defined shall be construed to include any Alterations that CHARTER SCHOOL may cause to occur during the Term of this Agreement and shall not be construed to convey ownership or any Alterations from CHARTER SCHOOL to LAUSD, shall not be included in the calculation for the Pro Rata share except as provided in this Agreement, shall not be included in the

Deferred Maintenance Plan except as provided in this Agreement. CHARTER SCHOOL, as the owner of the Alterations, shall solely enjoy those rights and benefits arising from its ownership of the Alterations and correspondingly, shall solely bear the responsibilities and liabilities arising from the Alterations.

(d) Permits and Approvals. CHARTER SCHOOL at its sole cost and expense, shall be responsible for obtaining all governmental permits and approvals, including DSA approval, for the Alterations. including all plans and drawings, to the full extent necessary pursuant to Applicable Laws. LAUSD discloses that DSA does not review plans and specifications for items such as, but not limited to, compliance with local ordinances geotechnical, grading and drainage designs, storm water management. electrical, mechanical and plumbing. If the Alterations do not require DSA approval or DSA does not review such items, CHARTER SCHOOL shall have the option of electing to have such items reviewed and approved by LAUSD or obtaining the permits and approvals from the building enforcement agency with jurisdiction over the area in which the Premises is located. CHARTER SCHOOL shall provide LAUSD with complete copies of all such permits and approvals prior to commencing construction of the Alterations.

(e) Performance Bond. Prior to and throughout the construction of any Alterations, CHARTER SCHOOL at its sole cost and expense, shall: (i) obtain and provide to LAUSD a completion and/or performance bond in a form and by a surety acceptable to LAUSD and in an amount not less than 125% of the estimated cost of such Alterations; or (ii) provide written evidence or sufficient funds in an amount not less than 125% of the estimated cost of such Alterations and the segregation of such funds for the duration of the construction of the Alterations in a manner acceptable to LAUSD to prevent the use of such funds prior to completion of construction.

(f) Insurance. Prior to and throughout the construction of any Alterations, CHARTER SCHOOL, at its sole cost and expense, shall provide and keep in force: (i) "all risks" builder's risk insurance, including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site, (ii) workers' compensation insurance covering all persons employed in connection with the work in compliance with Applicable Laws. and (iii) commercial general liability insurance including bodily injury, property damage and automobile liability. in an amount acceptable to LAUSD, such insurance to remain in full force and effect until such Alterations shall have been completed and fully insured as hereinafter provided. A copy of said insurance shall be delivered to LAUSD prior to the commencement of any work or the delivery of materials or supplies.

(g) Notice of Non-Responsibility. Prior to the commencement of any Alterations, including the delivery of any materials, for which a claim or lien may be filed. CHARTER SCHOOL shall provide LAUSD with notice of the intended commencement of any work to enable LAUSD to post notices of non-responsibility or any other notices which LAUSD deems necessary for the proper protection of LAUSD's interest in the Premises, and LAUSD shall have the right to enter the Premises during normal business hours and post such notices.

(h) Work. All Alterations shall be constructed or new materials and done in a good and workmanlike manner by properly qualified and licensed personnel, and such work shall be diligently prosecuted to completion. Any work not acceptable to any governmental authority or agency having or

exercising jurisdiction over such work as a permitting agency, shall be promptly replaced and corrected at CHARTER SCHOOL's sole cost and expense.

(i) Contracts. All contracts entered into by CHARTER SCHOOL related to the design and construction of the Alterations shall be freely assignable to LAUSD without CHARTER SCHOOL's consent or the consent of the contracting party and without the payment of any fee whatsoever; provided, that this provision does not require CHARTER to assign said contracts to LAUSD at this time but rather, only after a default by CHARTER SCHOOL and upon receipt of notice from LAUSD. In addition, CHARTER SCHOOL agrees that it shall competitively bid the general construction contract and any other contracts if required by Applicable Laws,

(j) Construction Personnel. The architect, construction manager, general contractor or multiple prime contractors for construction, each subcontractor listed by the contractor in the bid(s) to be accepted by CHARTER SCHOOL or subcontractors substituted pursuant to the Subletting and Subcontracting Fair Practices Act, engineer, consultant and professional retained [or the Alterations (collectively referred to as the "Construction Personnel")] shall be licensed, if applicable, in good standing and authorized to do business in the State of California.

(k) Labor Compliance. If the Alterations constitute public works under the Labor Code, then prevailing wages must be paid. In this instance, CHARTER SCHOOL shall cause all parties entering into a contract with CHARTER SCHOOL for the design, preconstruction, and construction of the Alterations to pay prevailing wages. If it is determined that LAUSD must handle the labor compliance program for any Alterations by CHARTER SCHOOL, CHARTER SCHOOL agrees to be subject to and bound by the labor compliance program operated by LAUSD. CHARTER SCHOOL shall pay all costs incurred by LAUSD's labor compliance program to monitor and enforce prevailing wages for the Alterations. Such costs shall be separate from any wage and penalty assessment issued by LAUSD's labor compliance program to CHARTER SCHOOL or any of CHARTER SCHOOL's contractors or subcontractors for violations of the Labor Code.

8.2 Process. CHARTER SCHOOL shall comply with the following general review and approval process for any proposed Alterations:

(a) Project Scope. CHARTER SCHOOL shall submit to LAUSD a description of the scope of the proposed Alterations ("Project Scope") and a fee (payable by certified check) to be established by LAUSD for its review of the Project Scope. LAUSD will provide CHARTER SCHOOL with a fee schedule associated with Project Scope review. The Project Scope shall contain at a minimum the scope and nature of the proposed Alteration, the estimated timeline for construction, the intended use of the Alteration and the estimated total cost of construction of the Alterations. Within 15 business days of CHARTER SCHOOL's submittal of the Project Scope and fee, LAUSD shall review the Project Scope and issue a written statement:

- (i) Determining whether the Alterations or portions thereof require DSA review and approval;
- (ii) Determining whether the Alterations or portions thereof require LAUSD review and approval, and an estimate of LAUSD's fee (payable by certified check) to review those items not requiring DSA approval;

(iii) Determining whether the Alterations or portions thereof require the review and approval of the building enforcement agency with jurisdiction over the area in which the Premises is located.

If LAUSD fails to provide any of the foregoing responses to CHARTER SCHOOL within said 15 business day period, the Project Scope shall be deemed approved and the CHARTER SCHOOL may proceed to the appropriate building enforcement agency with jurisdiction over the Alterations.

(b) Review and Approval. CHARTER SCHOOL, at its sole cost and expense, shall submit the Alterations, or portions thereof, to DSA, LAUSD and/or the building enforcement agency with jurisdiction over the area in which the Premises is located, as applicable, for review and approval prior to commencement of construction or the delivery of any materials or supplies to the Premises.

If the Alterations require DSA review and approval, LAUSD shall review the submitted plans and specifications, and request clarifications or revisions, approve with conditions or disapprove the plans and specifications for the proposed Alterations within the same time period as the DSA review or prior to DSA review, whichever is more appropriate. If the Alterations do not require DSA review and approval, LAUSD shall use reasonable efforts to review the submitted plans and specifications, and request clarifications or revisions, approve with conditions or disapprove the plans and specifications for the proposed Alterations within 30 days of the submittal of the plans and specifications and the certified check paying the fee referenced in Section 8.2(a)(ii) above. The 30 day review period referenced herein shall be extended by an equivalent number of business days that LAUSD or its civil engineering department is closed for business. As an example, and not as a limitation, LAUSD shuts down its business operations between Christmas and New Year as a budget saving measure. In 2009 this results in two (2) days of recognized Holidays and four (4) days of mandatory leave and the 30 day review period would be extended by an equivalent six (6) business days.

(c) Inspections. Notwithstanding any provision contained herein, CHARTER SCHOOL agrees that the Alterations shall not be used or put into operations prior to inspection and final clearance by DSA, if applicable, and LAUSD and/or the building enforcement agency with jurisdiction over the area in which the Premises is located.

CHARTER SCHOOL at its sole cost and expense, shall pay for the DSA inspector record or, if unavailable, a DSA inspector selected from LAUSD's approved DSA inspectors list or, if the DSA inspector is not on LAUSD's approved list, as reasonably approved by LAUSD) to inspect the Alterations during construction and after completion. The DSA inspector shall be permitted access to the Premises at all times during construction, which access shall be coordinated between the DSA inspector and CHARTER SCHOOL.

Neither LAUSD's right to make such inspections nor the making of such inspections, regardless of any assertions that such inspections amount to unauthorized supervision of construction, or the supervision of construction by the DSA Inspector, shall operate as a waiver of any rights of LAUSD to require that construction be accomplished with new materials, and executed in a good and workmanlike manner in accordance with the plans in all material respects, and Applicable Laws.

(d) Close-Out. Within 30 business days after completion of construction of any Alterations, CHARTER SCHOOL, at its sole cost and expense, shall, if applicable, cause a Notice of Completion to be recorded in the office of the Recorder of Los Angeles County in accordance with section 3093 of the Civil Code. or any successor statute, and shall furnish a copy thereof to LAUSD upon such recordation. At the conclusion of construction of Alterations, CHARTER SCHOOL at its sole cost and expense. shall:

(i) cause the contractor that built the Alterations to (A) update all construction documents related to the Alterations as necessary to reflect all changes made to the construction documents during the course of construction, (B) forward the "record-set" to CHARTER SCHOOL's architect of record who will prepare a final set of "as-built" drawings, and (C) deliver to LAUSD one (1) set of record-set of drawings (which shall be the DSA approved transparencies which the architect of record has recorded all of the as-built conditions and each sheet shall have the DSA application number and stamped "As-Built") and one (1) CD containing said record-set or drawings within 90 days following substantial completion of the Alterations: and

(ii) CHARTER SCHOOL shall maintain a copy of all warranties, Guaranties, and operating manuals and information relating to the Alterations and deliver a copy of the same to LAUSD.

8.3 Signage. CHARTER SCHOOL may install signage at the Premises providing pertinent information that CHARTER SCHOOL deems appropriate. The signage shall not require the review and approval set forth in Sections 8.1 and 8.2 above so long as CHARTER SCHOOL has made the determination that the signage will not affect the structural integrity of the Premises and complies with any LAUSD policies previously made available to CHARTER SCHOOL. CHARTER SCHOOL, at its sole cost and expense, shall be required to obtain any applicable permits and approvals required under any municipal or other governmental laws. ordinances. rules or regulations; provided. that in the event of any conflict between LAUSD's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail.

8.4 No LAUSD Liability. CHARTER SCHOOL understands and agrees that LAUSD is not a guarantor or. nor responsible for, the construction of the Alterations as completed, or the compliance thereof with Applicable Laws. LAUSD shall not incur liability of any kind by reviewing or otherwise allowing construction of the Alterations and CHARTER SCHOOL shall indemnify and defend LAUSD from any and all liability, claims or damages that may arise directly or indirectly from the Alterations, except to the extent that such liability. claim or damages arise from LAUSD's gross negligence or willful misconduct.

ARTICLE 9. SURRENDER; END OF THE TERM

9.1 Surrender of Premises. On the last day of the Term hereof, CHARTER SCHOOL shall surrender to LAUSD the Premises. vacant and in the same condition as when received or made. ordinary

wear and tear excepted, free and clear of any liens or encumbrances. All Alterations made by or for CHARTER SCHOOL, whether temporary or permanent in character, made either by LAUSD or CHARTER SCHOOL shall, unless otherwise agreed to by LAUSD, be removed and the Premises shall be surrendered to LAUSD in good condition upon expiration of the Term or termination of this Agreement. By the last day of the term, CHARTER SCHOOL shall remove completely all of CHARTER SCHOOL's Owned Property including moveable furniture, trade fixtures, and equipment not attached to the Premises; and, repair all damage caused by such removal. Any of CHARTER SCHOOL's personal property not so removed shall, with the exception of any modular classrooms purchased by CHARTER SCHOOL, after written notification to CHARTER SCHOOL at the option of LAUSD, automatically become the property of LAUSD upon the expiration or termination of this Agreement. Thereafter, LAUSD may retain or dispose of in any manner the personal property not so removed, without any notice or liability whatsoever to CHARTER SCHOOL.

9.2 Compliance with Applicable Laws. CHARTER SCHOOL's removal of CHARTER SCHOOL Owned Property is subject to Applicable Laws, including any local permits and/or approval by the DSA.

ARTICLE 10. HOLDING OVER

CHARTER SCHOOL shall surrender possession of the Premises immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, CHARTER SCHOOL will not be permitted to hold over possession of the Premises after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by CHARTER SCHOOL shall constitute a material breach of this Agreement by CHARTER SCHOOL entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting there from.

ARTICLE 11. LAUSD'S ACCESS AND OBLIGATIONS

11.1 Entry. LAUSD and its authorized representatives shall have the right, after 48 hours prior notice to CHARTER SCHOOL, to enter the Premises during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the Premises pursuant to the terms of this Agreement. If the Premises are eligible for inclusion in LAUSD's deferred maintenance program, LAUSD may enter the Premises in accordance with this provision to inspect the Premises for the five year plan for Deferred Maintenance. Nothing in this section shall impact or restrict the authority of LAUSD's Charter School Division to enter the Premises to perform its general oversight responsibilities under the terms of CHARTER SCHOOL's charter and Applicable Laws.

11.2 Right to Perform. If CHARTER SCHOOL fails to perform or observe any covenant or condition to be performed by CHARTER SCHOOL, LAUSD and its authorized representative shall have the right, after reasonable prior notice to CHARTER SCHOOL, to enter the Premises during normal

business hours for the purpose of performing such covenant or condition at LAUSD's option after 10 days notice to and failure to perform by CHARTER SCHOOL. All costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by CHARTER SCHOOL in accordance with Section 5.4 above. Any performance by LAUSD of CHARTER SCHOOL's obligations shall not waive or cure such default. LAUSD may perform CHARTER SCHOOL's defaulted obligations at CHARTER SCHOOL's sole cost and expense.

11.3 Other. LAUSD shall have the right after 72 hours prior notice to CHARTER SCHOOL to enter the Premises at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees or charter schools thereof.

11.4 Obligation to Inspect. On an annual basis, LAUSD's Maintenance and Operations Division will inspect the Premises and delivery a copy of their inspection to the CHARTER SCHOOL. It is understood and agreed by the parties that LAUSD will bear the sole cost and responsibility for such inspection.

ARTICLE 12. LIENS

12.1 Liens. CHARTER SCHOOL shall not suffer or permit any liens to stand against the Premises, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of CHARTER SCHOOL any such lien shall at any time be filed against the Premises, CHARTER SCHOOL shall provide notice thereof to LAUSD as soon as notice of such lien or action comes to the knowledge of CHARTER SCHOOL. CHARTER SCHOOL shall cause the lien or action to be discharged of record within 30 days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by LAUSD to subject its fee estate in the Premises to liability under any theories of law or to any contractor or laborer for work performed.

12.2 Release of Liens. If any such liens are not so discharged within 30 days after the date of the filing of the same, LAUSD, without waiving its rights and remedies based on such breach by CHARTER SCHOOL whose dealings gave rise to the lien and without releasing CHARTER SCHOOL from any of its obligations, can cause such liens to be release by any reasonable means, including payment in satisfaction of the claim giving rise to such lien.

CHARTER SCHOOL shall pay to LAUSD any sum paid by LAUSD to remove such liens in accordance with Section 5.4 above.

ARTICLE 13. ALLOCATION OF RISK

13.1 Indemnity. LAUSD and CHARTER SCHOOL hereby agree and acknowledge that the relationship between LAUSD and CHARTER SCHOOL is solely a landlord/tenant type relationship and not a principal/agent relationship. CHARTER SCHOOL is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and CHARTER SCHOOL is not operating as an agent of LAUSD.

To the fullest extent permitted by law, CHARTER SCHOOL and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the "Indemnified Party" or sometimes collectively referred to as the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in connection with CHARTER SCHOOL use (including any operations or programs conducted or permitted by CHARTER SCHOOL) or occupancy of the Premises, or (ii) in connection with CHARTER SCHOOL's or LAUSD 's activities at the Premises, including, without limiting the generality of the foregoing:

(a) Any default by CHARTER SCHOOL or LAUSD in the observance or performance or any of the terms, covenants or conditions of this Agreement;

(b) The use or occupancy of the Premises by CHARTER SCHOOL (including any operations or programs conducted or permitted by CHARTER SCHOOL) or the activities of LAUSD or any person claiming by, through or under CHARTER SCHOOL or LAUSD, or their employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that CHARTER SCHOOL or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of or activities on the Premises or in any way related to this Agreement.

Notwithstanding anything to the contrary set forth in this Section, the provisions of this Section 13.1 shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful misconduct of the Indemnified Parties or due to the breach of the Indemnified Party's obligations under this Agreement. The provisions of this Section 13.1 shall survive the expiration or sooner termination of this Agreement.

CHARTER SCHOOL or LAUSD shall, upon request by Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Parties on the following terms and conditions:

(a) The party requesting the benefits of this Section 13.1 shall deliver to the other party a written request for defense of a Liability. The receiving party shall have 30 days after the date of the receipt of the request to determine whether the request for defense is appropriate and deliver either a notice of assumption of defense or rejection of request ("Notice"). If the receiving party denies the request, the requesting party may defend such Liability and pursue any rights or remedies available at law for the rejection or the request.

(b) If the request for defense has been accepted, such defense shall be conducted by reputable attorneys retained by CHARTER SCHOOL or LAUSD, as applicable, selected from a list approved by CHARTER SCHOOL or LAUSD, as applicable, all at CHARTER SCHOOL's or LAUSD 's sole cost and expense. In the event the interests of CHARTER SCHOOL or LAUSD and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent

with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, CHARTER SCHOOL or LAUSD, as applicable, shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) If CHARTER SCHOOL or LAUSD fails to deliver the Notice or fails to choose counsel from the other party's approved list, CHARTER SCHOOL or LAUSD shall conclusively be bound by and be liable for all liability suffered or incurred by such Indemnified Party, including without limitation, the amount of any judgment, settlement, compromise, fine or penalty, and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

(d) CHARTER SCHOOL and LAUSD agree to promptly notify each other of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against CHARTER SCHOOL or LAUSD, or any of their directors, officers, agents or employees, in connection with the matters covered hereby.

ARTICLE 14. DAMAGE AND DESTRUCTION

14.1 Notice to LAUSD. CHARTER SCHOOL shall provide notice to LAUSD immediately of any casualty that wholly or partially damages or destroys the Premises.

14.2 Partial or Complete Destruction. If there is damage or destruction, in whole or in part, to the Premises:

(a) Unsafe Access or Use. If CHARTER SCHOOL and LAUSD determine that all or substantially all of the Premises are inaccessible or unusable by CHARTER SCHOOL in a safe manner, then the parties may mutually agree to terminate this Agreement.

(b) Safe Access or Use. If CHARTER SCHOOL and LAUSD determine that CHARTER SCHOOL can safely continue its educational program from the Premises, CHARTER SCHOOL may elect to continue this Agreement in effect; provided, that if LAUSD is collecting a Pro Rata Share said charge shall be adjusted proportionately for that portion of the Premises that CHARTER SCHOOL cannot and relinquishes use of. The damaged or destroyed portion of the Premises shall be secured from access and/or demolished and removed, which cost and expense shall be equally shared by the parties.

(c) Loss Caused by CHARTER SCHOOL. If the damage or destruction, in whole or in part, arises from any cause (excluding that caused by LAUSD's negligence or willful misconduct), CHARTER SCHOOL, at its sole cost and expense, shall be solely responsible for restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the Premises as agreed to and accepted by LAUSD.

(d) Loss Caused by LAUSD. If the damage or destruction, in whole or in part, is caused by the negligence or willful misconduct of LAUSD and/or LAUSD's employees, agents or

contractors, LAUSD, at its sole cost and expense, shall be solely responsible for paying the property insurance deductible and restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the Premises as agreed to and accepted by CHARTER SCHOOL.

(e) Process.

(i) Evaluation. Within 30 days after the date of the casualty, LAUSD and CHARTER SCHOOL shall jointly evaluate and determine whether the damage or destruction can be repaired to the last plans approved by DSA and in compliance with all Applicable Laws and LAUSD policies within a 180 consecutive day period without the payment of overtime or other premiums and the estimated cost of repair. The costs incurred in preparing the evaluation shall be equally shared by the parties.

(ii) Repairs Which Can Be Completed Within 180 Days. If the damage or destruction can be repaired and substantially completed, in LAUSD's reasonable judgment, within a 180 consecutive day period without payment or overtime or other premiums (or with such overtime or premiums, but only if CHARTER SCHOOL agrees to pay for the same), CHARTER SCHOOL and LAUSD shall mutually agree upon the date when the repairs shall commence. If CHARTER SCHOOL is not participating in the LAUSD Property Insurance Program and the casualty was not caused by LAUSD's negligence or willful misconduct, CHARTER SCHOOL shall provide to LAUSD all insurance proceeds to pay the full cost and expense to repair the damage and destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the Premises This Agreement shall remain in full force and effect during the repair period; provided, that the Pro Rata Share and any other charges or expenses based upon the square footage of the Premises due under this Agreement shall be proportionately reduced for the portion of the Premises rendered inaccessible or unusable to CHARTER SCHOOL during the period or time that such portion is unusable or inaccessible. If LAUSD and CHARTER SCHOOL agree to repair the damage or destruction to a different design or plan than what existed prior to the casualty, LAUSD and CHARTER SCHOOL shall mutually agree upon the time period in which such repairs and work shall be performed and CHARTER SCHOOL shall remit to LAUSD all insurance proceeds (to the extent such proceeds are available) to pay the full cost and expense to repair the damage and destruction to the agreed upon design. Notwithstanding anything herein to the contrary, in the event that a casualty occurs within the last year of the Term of this Agreement, CHARTER SCHOOL may terminate this Agreement by delivering notice to LAUSD and such termination shall take effect 30 days after the date of receipt of the notice.

(iii) Repairs Which Cannot Be Completed Within 180 Days. If the damage or destruction to the Premises cannot, in LAUSD's reasonable judgment, be substantially completed in the time specified in Subsection (e)(i) above, either party may terminate this Agreement by delivering notice to the other party (and such termination shall take effect 30 days after the date of receipt).

(f) Loss Not Fully Covered by LAUSD Property Insurance Program or CHARTER SCHOOL's Insurance. If such casualty to the Premises is not fully covered by the LAUSD Property Insurance Program or CHARTER SCHOOL's separate property insurance (if CHARTER SCHOOL has opted out of participating in the LAUSD Property Insurance Program), then either party may terminate this Agreement by delivering notice to the other party and such termination shall take effect 30 days after the

date of receipt of the notice. CHARTER SCHOOL may elect to pay LAUSD for the uncovered, estimated costs and expenses to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD in its sole and absolute discretion. CHARTER SCHOOL must exercise such option in writing and deliver said written election to LAUSD within 30 days of CHARTER SCHOOL's receipt of LAUSD's notice of termination. If CHARTER SCHOOL exercises such option, this Agreement shall continue in full force and effect but the Pro Rata Share, if any, and all other charges, expenses and fees based upon the square footage of the Premises shall be proportionately reduced for the portion of the Premises rendered inaccessible or unusable to CHARTER SCHOOL during the period or time that such portion is unusable or inaccessible.

(g) Loss Caused by Third Party. If the damage or destruction, in whole or in part, arises from any cause (excluding that caused by the negligence or willful misconduct of LAUSD or CHARTER SCHOOL) by a third-party, CHARTER SCHOOL, at its sole cost and expense, shall be solely responsible for restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the Premises as agreed to and accepted by LAUSD. CHARTER SCHOOL shall have the right to pursue all legal remedies against any third-party causing such damage or destruction.

(i) If CHARTER SCHOOL declines or refuses to pay the property insurance deductible under the LAUSD Property Insurance Program or otherwise declines or refuses to restore the damage or destruction, LAUSD shall have the option of the following:

(A) LAUSD may elect to demolish and remove the damaged or destroyed portion of the Premises and, if applicable, erect fencing to secure said area to minimize liability and maintenance, and maintain such fencing for the duration of the Term of this Agreement; provided, that LAUSD shall notify CHARTER SCHOOL of such election, the estimated costs to do the foregoing, and LAUSD and CHARTER SCHOOL shall equally share the costs of doing the foregoing.

(B) LAUSD may elect to pay the property insurance deductible under the LAUSD Property Insurance Program or, if CHARTER SCHOOL has opted out of the LAUSD Property Insurance Program, the property insurance deductible under the coverage obtained by CHARTER SCHOOL and utilize the proceeds of said insurance to restore the damage or destruction; provided, that if LAUSD so elects, LAUSD may utilize the restored portion of the damaged or destroyed Premises, or portion thereof, for its own use or for any other user LAUSD may place on the Premises to the exclusion of CHARTER SCHOOL; provided, further, that within 30 days of its receipt of LAUSD's notice of election, CHARTER SCHOOL, shall have the right to notify LAUSD that it wishes to preserve its right of use of the damage or destroyed Premises, or portion thereof, its agreement to reimburse to LAUSD the property insurance deductible and any costs or expenses of restoring the damage or destruction which is not fully covered by the insurance proceeds plus Interest Rate, and its agreement to remit said reimbursement to LAUSD in monthly payments which shall commence 30 days after the completion of the restoration and which reimbursement shall be fully paid to LAUSD within two (2) years after the completion of the restoration. Notwithstanding the foregoing in this subsection (B), if there is less than two (2) years left in the Term of this Agreement, CHARTER SCHOOL shall not have the option of electing to reimbursing LAUSD unless the parties mutually agree on and enter into an agreement for the future use of the Premises,

14.3 Relocation. If this Agreement is terminated pursuant to this Article 14, LAUSD shall make best efforts to house CHARTER SCHOOL's entire program that was conducted at the Premises in a single facility. If LAUSD cannot provide CHARTER SCHOOL with a single facility, LAUSD shall make best efforts to provide CHARTER with classrooms sufficient to house CHARTER SCHOOL's entire program that was conducted at the Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Premises or at other real property owned by LAUSD that LAUSD deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code nothing herein shall obligate LAUSD to expend unrestricted general fund revenues to do so. Notwithstanding any provision contained in this Agreement, if the damage or destruction of the Premises is caused by CHARTER SCHOOL's negligence or willful misconduct, or failure to perform reasonable M&O services and Deferred Maintenance, LAUSD shall have no obligation to use its best efforts relocate CHARTER SCHOOL's program, in whole or in part, and CHARTER SCHOOL agrees that CHARTER SCHOOL shall not submit a request to use LAUSD facilities pursuant to the Charter School Act or 1992, as may be amended. for the school authorized by CHARTER SCHOOL's Charter Petition. This provision shall survive the expiration or earlier termination of the Agreement.

ARTICLE 15. EMINENT DOMAIN

15.1 Termination of Agreement. This Agreement shall terminate if all of the Premises is permanently taken under the power of eminent domain. If only a part of the Premises is permanently taken under the power of eminent domain, LAUSD or CHARTER SCHOOL may elect to terminate this Agreement by providing 60 days' notice to the other party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Pro Rata Share, if any, shall be proportionately reduced based on the portion of the Premises rendered unusable, and LAUSD shall restore the Premises by constructing a demising wall deemed necessary by LAUSD to separate the Premises from the portion permanently taken. If this Agreement is terminated pursuant to this Article, LAUSD shall observe Section 14.3 above.

15.2 Allocation Of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Premises, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the Premises. Nothing contained in this Article 15 shall be deemed to give LAUSD any interest in or to require CHARTER SCHOOL to assign to LAUSD any separate award as designated by the condemning authority for CHARTER SCHOOL Owned Property (including those Alterations which CHARTER SCHOOL owns) or otherwise CHARTER SCHOOL shall be able to retain any separate award as designated by the condemning authority, made to CHARTER SCHOOL for (i) the taking of CHARTER SCHOOL Owned Property or personal property, (ii) interruption of or damage to CHARTER SCHOOL's business, or (iii) amounts attributable to CHARTER SCHOOL's relocation expenses.

15.3 Temporary Taking. No temporary taking of the Premises and/or of CHARTER SCHOOL's rights to the Premises or under this Agreement shall terminate this Agreement or give CHARTER SCHOOL any right to any abatement of any payments owned to LAUSD pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any 30 day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary taking of

CHARTER SCHOOL Owned Property, (ii) interruption of or damage to CHARTER SCHOOL’s business, or (iii) amounts attributable to CHARTER SCHOOL’s temporary relocation expenses.

15.4 No Eminent Domain by LAUSD. Notwithstanding any other provisions of this Agreement, LAUSD covenants, warrants, represents and agrees that it will not, at any time during the Term of this Agreement or any extensions hereto, initiate, engage in, undertake, attempt or pursue, either singly or in combination with any government entities or entity, a condemnation proceeding by right of eminent domain with respect to any portion of the Premises.

ARTICLE 16. CHARTER SCHOOL’S DEFAULT; LAUSD'S REMEDIES

16.1 CHARTER SCHOOL’s Default. The occurrence of any one of the following events shall be considered a default of this Agreement by CHARTER SCHOOL:

(a) The failure of CHARTER SCHOOL to pay any charges or fees due and payable hereunder pursuant to the provisions of sections 5.3 or 5.4, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such 10 day cure period shall run concurrently with any cure period required under California law, including Code Of Civil Procedure section 1161;

(b) The failure of CHARTER SCHOOL to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide CHARTER SCHOOL with notice of default and CHARTER SCHOOL shall have 30 days to provide a response to LAUSD either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by LAUSD within which CHARTER SCHOOL will diligently prosecute the same to completion. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(c) CHARTER SCHOOL’s abandonment of the Premises for a period of 30 consecutive days, it being agreed that any CHARTER SCHOOL Owned Property remaining in the Premises shall not be evidence that CHARTER SCHOOL has not vacated or abandoned the Premises; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Premises;

(d) The making by CHARTER SCHOOL of any general assignment or general arrangement for the benefit of creditors; the filing by or against CHARTER SCHOOL of a petition to have CHARTER SCHOOL adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of the CHARTER SCHOOL’s assets located at the Premises, or of CHARTER SCHOOL’s interest in this Agreement, where possession is not restored to CHARTER SCHOOL within 30 days; or the attachment, execution or other judicial seizure of substantially all of CHARTER SCHOOL’s assets located at the Premises or of CHARTER SCHOOL’s interest in this Agreement, where such seizure is not discharged within 30 days.

(e) Any failure by CHARTER SCHOOL to execute and deliver any statement or document described in Article 21 below within a reasonable period of time after LAUSD's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such 30 day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(f) The assignment, subletting or other transfer of this Agreement in violation of Article 18 below.

(g) The cessation of CHARTER SCHOOL's program after a revocation, nonrenewal or surrender of the Charter Petition to the granting agency. However, CHARTER SCHOOL shall not be in default of this Agreement until after CHARTER SCHOOL has exhausted all appeals subsequent to the revocation or nonrenewal of its Charter Petition.

16.2 LAUSD's Remedies.

(a) In the event of any default by CHARTER SCHOOL and if CHARTER SCHOOL fails to cure such default within the time period specified in this Agreement after receipt of notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing CHARTER SCHOOL with a 90 day prior notice of termination. Upon termination, LAUSD may recover any damages proximately caused by CHARTER SCHOOL's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

(b) In accordance with Civil Code section 1951.4 (or any successor statute), CHARTER SCHOOL acknowledges that in the event CHARTER SCHOOL has breached this Agreement and abandoned the Premises, this Agreement shall continue in effect for so long as LAUSD does not terminate CHARTER SCHOOL's right to possession, and LAUSD may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Premises or CHARTER SCHOOL Owned Property or the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Agreement shall not constitute a termination of CHARTER SCHOOL's right to possession. In addition to its other rights under this Agreement, LAUSD has the remedy described in Civil Code section 1951.4.

(c) In the event of any default by CHARTER SCHOOL and if CHARTER SCHOOL fails to cure such default within the time period specified in this Agreement after receipt of notice from LAUSD of such default, LAUSD shall also have the right, with or without terminating this Agreement, to enter the premises and remove all persons and personal property from the Premises, such property being removed and stored in a public warehouse or elsewhere at CHARTER SCHOOL's sole cost and expense. No removal by LAUSD of any persons or property in the Premises shall constitute an election to terminate

this Agreement. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to remodel the Premises and re-let the Premises. Any payments made by CHARTER SCHOOL or third party to whom the facilities are re-let shall be credited to the amounts owed by CHARTER SCHOOL under this Agreement. No entry by LAUSD shall prevent LAUSD from later terminating this Agreement by written notice.

(d) If CHARTER SCHOOL fails to perform any covenant or condition to be performed by CHARTER SCHOOL within the time period specified in this Agreement after CHARTER SCHOOL received notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to CHARTER SCHOOL. In the event of an Emergency, LAUSD has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by CHARTER SCHOOL in accordance with section 5.4 hereof. Any performance by LAUSD of CHARTER SCHOOL's obligations shall not waive or cure such default. All out of pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of CHARTER SCHOOL under this Agreement shall be paid by CHARTER SCHOOL to LAUSD in accordance with section 5.4 hereof.

(e) The rights and remedies of set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 17. LAUSD'S DEFAULT; CHARTER SCHOOL'S REMEDIES

17.1 LAUSD's Default. LAUSD shall be considered in default of this Agreement for failure by LAUSD to observe or perform any of its covenants or obligations hereunder. LAUSD shall not be in default of any of the obligations of LAUSD under this Agreement unless LAUSD fails to perform such obligations within 30 days (except in the event of an Emergency, in which case LAUSD shall perform its obligations immediately) after notice by CHARTER SCHOOL to LAUSD specifying wherein LAUSD has failed to perform such obligations; provided, however, that if the nature of LAUSD's default is such that more than 30 days are required for its cure, LAUSD shall not be in default if LAUSD commences such cure within such 30 day period and thereafter diligently prosecutes the same to completion. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

17.2 CHARTER SCHOOL's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in section 17.1 after LAUSD received notice of such failure from CHARTER SCHOOL, CHARTER SCHOOL, shall have the right to withhold payment of any monies due and owing under this Agreement as its remedy for LAUSD's non-performance. In the event of an Emergency, CHARTER SCHOOL has the right to perform such activity to mitigate the impact of the Emergency. All out of pocket, reasonable costs and expenses actually incurred by CHARTER SCHOOL, as a result of LAUSD's failure to perform under this Agreement, in collecting payments due, or enforcing the obligations LAUSD under this Agreement shall be paid by LAUSD to CHARTER SCHOOL within 30 days or written demand therefore.

In addition to all other available rights and remedies, CHARTER SCHOOL shall have the right to recover its actual costs incurred in enforcing the terms and conditions of this Agreement against LAUSD. The rights and remedies of CHARTER SCHOOL set forth herein are not exclusive, and CHARTER SCHOOL may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

CHARTER SCHOOL shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or any part of the Premises without LAUSD's prior written consent. The involvement of CHARTER SCHOOL or its assets in any transaction (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or CHARTER SCHOOL's assets occurs, which results or will result in a reduction of the net worth of CHARTER SCHOOL's by an amount greater than 25% of CHARTER SCHOOL's net worth as of the Commencement Date Of this Agreement or at the time or the most recent assignment to which LAUSD consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, which ever was or is greater, shall be considered an assignment of this Agreement to which LAUSD may withhold its consent. LAUSD and CHARTER SCHOOL acknowledge and agree that this Agreement is being entered into so that CHARTER SCHOOL may operate a charter school. Any purported transfer shall be void. No consent to transfer shall constitute a waiver of the provisions of this Article 18. This Article 18 shall not apply to restrict the limited rights granted to CHARTER SCHOOL in Section 4.3 above.

ARTICLE 19. HAZARDOUS MATERIALS

19.1 Compliance with Laws. CHARTER SCHOOL shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Premises, including but not limited to, air, soil and ground water conditions. CHARTER SCHOOL shall not use Hazardous Materials on, under or about the Premises in violation of Environmental Laws; provided, however, that CHARTER SCHOOL may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that CHARTER SCHOOL may use normal and customary chemicals for classroom use so long as the use Of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD'S Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, CHARTER SCHOOL shall not transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the Premises in violation of Environmental Laws during the Term of this Agreement. In addition, CHARTER SCHOOL shall be cognizant of activities that it conducts on the Premises which may be considered to be a "project" under CEQA. Prior to engaging in any activity which may trigger CEQA compliance, CHARTER SCHOOL shall notify LAUSD of the need for possible environmental review of such activity.

19.2 Notice. CHARTER SCHOOL will promptly notify LAUSD in writing if CHARTER SCHOOL has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. CHARTER SCHOOL shall promptly provide copies to LAUSD of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the conditions of the Premises or compliance with Environmental Laws. CHARTER SCHOOL shall promptly supply LAUSD with copies of all notices, reports, correspondence, and submissions made by CHARTER SCHOOL to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. To the extent CHARTER SCHOOL has actual knowledge of the same, CHARTER SCHOOL shall promptly notify LAUSD of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

19.3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD, may (but without the obligation or duty to do so), at any time and from time to time, on not less than 48 hours notice to CHARTER SCHOOL (except in the event of an Emergency, in which case, no notice will be required), inspect the Premises to determine whether CHARTER SCHOOL is complying with CHARTER SCHOOL's obligations set forth in this Article 19, and to perform environmental inspections and samplings, during regular business hours (except in the event of an Emergency) or during such other hours as LAUSD and CHARTER SCHOOL may agree. CHARTER SCHOOL will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

19.4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties negligence or willful misconduct, CHARTER SCHOOL shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of CHARTER SCHOOL's covenants under this Article 19.

19.5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit E attached hereto and incorporated herein or otherwise disclosed to CHARTER SCHOOL in writing, the Premises has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD'S programs, and to the best knowledge of LAUSD there are no Releases nor have there ever been any Releases of such hazardous Materials at, on, about or under the Premises which would give rise to a cleanup or remediation obligation under any applicable federal, State or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use from the time of the construction of the Premises to the present or undiscovered to date. CHARTER SCHOOL should use, operate, maintain and repair the Premises with such presumption in mind. Prior to undertaking any work LAUSD recommends CHARTER SCHOOL evaluate the area for the presence of any Hazardous Materials and, if Hazardous Materials are identified, CHARTER SCHOOL shall use appropriately trained personnel in handling the Hazardous Materials.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by CHARTER SCHOOL, protects, saves and holds harmless CHARTER SCHOOL from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any failure to disclose any known past or present Hazardous Materials on the Premises; or (b) any and all environmental conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives.

ARTICLE 20. NOTICE

Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery), addressed as provided in Section 22.5, except as otherwise provided above. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above. or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date 72 hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and CHARTER SCHOOL hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or CHARTER SCHOOL's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article 20.

ARTICLE 21. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

21.1 Obligations of CHARTER SCHOOL. This Agreement and the rights granted to CHARTER SCHOOL by this Agreement are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the Premises and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to CHARTER SCHOOL by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have CHARTER SCHOOL's interest in this Agreement be or become superior, senior or prior to any such instrument, then upon receipt by CHARTER SCHOOL of notice of such election, CHARTER SCHOOL shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination or such mortgage or deed or trust to this Agreement.

21.2 LAUSD's Right to Assign. LAUSD's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall empower CHARTER SCHOOL to do any act without LAUSD's prior consent which can, shall or may encumber the title of LAUSD of all or any part of the Premises.

21.3 Attornment by CHARTER SCHOOL. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement Of any judicial action seeking foreclosure, CHARTER SCHOOL shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as CHARTER SCHOOL's landlord under this Agreement with respect to the Premises, and CHARTER SCHOOL agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. CHARTER SCHOOL hereby waives its right, if any, to elect to terminate this Agreement or to surrender possession of the Premises in the event of any such mortgage or deed of trust foreclosure.

21.4 Non-Disturbance. Notwithstanding any or the provisions of this Article to the contrary. in the event of the cancellation or termination of any or all other agreements affecting all or any part of the Premises in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings. or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, CHARTER SCHOOL shall be allowed to occupy the Premises and this Agreement shall remain in effect, subject to the terms of this Agreement.

ARTICLE 22. MISCELLANEOUS

22.1 Dispute Resolution. Notwithstanding anything in the Charter Petition or this Agreement to the contrary, disputes between CHARTER SCHOOL and LAUSD regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement or the Charter School Act of 1992, or regulations to the Charter School Act of 1992 as pertaining to the use of the Premises shall first be addressed using the dispute resolution process identified below before any party may commence legal action.

(a) Informal Meeting. The party initiating the dispute resolution process shall prepare and send to the other party a notice Of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party. The designated representatives must be an employees(s) of CHARTER SCHOOL, or LAUSD; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute: and (4) the specific resolution sought by the party. Within fifteen (15) business days from the date of the receipt of the notice of dispute, CHARTER SCHOOL's representatives and LAUSD's representatives shall meet in an informal setting to try to resolve the dispute.

(b) Non-Binding Mediation. The party initiating mediation (the "Initiating Party") shall notify the other party (the "Responding Party") in writing that it intends to proceed to non-binding mediation of the dispute and said notice shall identify the issue(s) in dispute. The Initiating Party shall request the State Mediation and Conciliation Service ("SMCS") to provide a list of potential mediators, which mediators shall preferably have a minimum of 10 years experience with the Charter School Act of 1992 and commercial leasing, within seven (7) business days to assist the parties in resolving the dispute (if the SMCS is unable or refuses to provide a list of mediators the parties shall mutually agree upon a

mediator with 10 days from receipt of SMCS' notice). The Initiating Party and Responding Party shall mutually agree and select a mediator. The Initiating Party shall request the selected mediator to meet as soon as possible but not later than 30 calendar days after the selection of the mediator. The Initiating Party shall forward a copy of the notice of the dispute to the selected mediator. The Responding Party shall file a written response with the mediator and serve a copy on the Initiating Party within 10 business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to a mutually agreeable written instrument and shall be signed by CHARTER SCHOOL and LAUSD. The cost and expenses of the selected mediator shall be equally shared by CHARTER SCHOOL and LAUSD. Each party shall bear the costs and expenses said party incurs in participating in the mediation.

(c) Equitable or Injunctive Relief. Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

22.2 Merger. The voluntary or other surrender of this Agreement by CHARTER SCHOOL, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of LAUSD, terminate all or any existing agreements or subtenancies allowing a party other than CHARTER SCHOOL to use the Premises, or, at the option of LAUSD, may operate as an assignment to LAUSD of CHARTER SCHOOL's interest in any or all such agreements or subtenancies.

22.3 Relationship. The relationship between LAUSD and Charter School is not and shall not be deemed or construed either as a partnership, joint venture or employer and employee relationship.

22.4 Quiet Enjoyment. Provided CHARTER SCHOOL has performed and is performing all of the terms, covenants, agreements and conditions of this Agreement, including the payment of all other sums due hereunder, CHARTER SCHOOL shall peaceably' and quietly hold and enjoy the Premises for the Term hereof, but subject to the provisions and conditions of this Agreement, against LAUSD and all persons claiming by, through or under LAUSD. CHARTER SCHOOL's right to use the Premises as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Laws now in force or which may hereafter be in force.

22.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, this Agreement shall be null and void and, if such occurs, the parties agree to enter into an agreement substantially similar to the Co-Location Single School Year Use Agreement for the remainder of the current educational semester so as not to unduly disrupt the students. The parties in good faith shall negotiate the agreement for CHARTER SCHOOL's use of the Premises for the following school year. Thereafter CHARTER SCHOOL shall comply with the Act and the Regs. in requesting LAUSD facilities. As an example, and not as a limitation, assume a court of competent jurisdiction determines Article 25 is invalid or unenforceable on January 10,

2011 and the last day of educational instruction for the charter school is June 23, 2011. This Agreement shall be construed as having an expiration date of June 23, 2011. The parties will negotiate an agreement for the 2011-2012 school year. The charter school will submit a facilities request for the 2012-2013 school year if it wants LAUSD facilities.

22.6 Captions. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

22.7 Amendment. No amendment or modification to this Agreement shall be effective for any purpose unless in writing and signed by LAUSD and CHARTER SCHOOL.

22.8 Choice of Law. This Agreement shall be governed by the laws of the State Of California.

22.9 Interpretation. This Agreement shall be deemed to be jointly prepared by both Parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

22.10 Attorneys' Fees. In the event either party should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its costs of litigation or arbitration, including reasonable attorneys' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

22.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

22.12 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

22.13 Successors and Assigns. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto; provided, however, that the terms of this Agreement shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the Premises or as chartering agency with respect to the Charter Petition, as it may be extended or amended from time to time.

22.14 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

22.15 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the and the neuter, and the feminine includes the masculine and the neuter; and each includes corporation, partnership or other legal entity when the context so requires.

22.16 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by CHARTER SCHOOL in strict accordance with said terms. Nothing in this Agreement shall be deemed a waiver of CHARTER SCHOOL's right to challenge LAUSD's compliance or lack thereof with its obligations under the Charter School Act of 1992 or the regulations thereto.

22.17 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as Often as occasion may arise or as may be deemed expedient.

22.18 Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

22.19 Incorporation. The terms and conditions of all Exhibits hereto are incorporated herein by this reference.

22.20 Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the property; subject, however, to the right to use the Premises in favor of CHARTER SCHOOL created by this Agreement.

22.21 Reasonableness. Unless this Agreement provides for a contrary standard, whenever in this Agreement the consent or approval of LAUSD or CHARTER SCHOOL is required, such consent or approval shall not be unreasonably withheld or delayed: and unless a contrary standard or right is set forth in this Agreement, whenever LAUSD or CHARTER SCHOOL is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, LAUSD or CHARTER SCHOOL shall act reasonably and in good faith and take no action which may result in the frustration of the reasonable expectations of a sophisticated CHARTER SCHOOL and a sophisticated landlord concerning the benefits to be enjoyed under this Agreement.

22.22 Authorization to Sign Agreement. If CHARTER SCHOOL is a corporation, each individual executing this Agreement on behalf of CHARTER SCHOOL represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of CHARTER SCHOOL in accordance with a duly adopted resolution of CHARTER SCHOOL's Board of Directors, and that this Agreement is binding upon CHARTER SCHOOL in accordance with its terms, and CHARTER SCHOOL shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement. If CHARTER SCHOOL, is a partnership or trust, each individual executing this Agreement on behalf of CHARTER SCHOOL represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of CHARTER SCHOOL, in accordance with the terms or such entity's partnership agreement or trust agreement, respectively, and that this Agreement is binding upon CHARTER SCHOOL, in accordance with its terms. and CHARTER SCHOOL shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement shall become binding upon LAUSD upon ratification.

22.23 Covenants and Conditions. All provisions, whether covenants or conditions, on the part of CHARTER SCHOOL shall be deemed to be both covenants and conditions.

ARTICLE 23. BROKERS

LAUSD and CHARTER SCHOOL represent to each other that they are not obligated to any broker or real estate or financing agent in connection with the subject matter of this Agreement or the transaction contemplated hereby and each party agrees to protect, defend, indemnify and hold the other harmless from any claim, suit or demand made upon the other by any person, firm or corporation for brokerage fees or commissions or other similar compensation with respect to this Agreement.

ARTICLE 24. SECURITY DEPOSIT

At the execution of this Agreement, LAUSD is not requiring CHARTER SCHOOL to tender a security deposit because LAUSD in good faith is relying upon CHARTER SCHOOL to comply with the terms and conditions of this Agreement. In the event CHARTER SCHOOL defaults under this agreement, LAUSD may, after the expiration or all applicable cure and notice periods, require CHARTER SCHOOL to tender a security deposit to encourage the compliance with the terms and conditions of this Agreement and which security deposit may be used to cure any subsequent default by CHARTER SCHOOL. If LAUSD elects to require CHARTER SCHOOL tender a security deposit, LAUSD shall provide notice to CHARTER SCHOOL, and said notice shall include the amount of the security deposit. Any security deposit from CHARTER SCHOOL may be co-mingled with other funds of LAUSD and CHARTER SCHOOL shall not be entitled to any interest that may accrue on said security deposit. If any portion of the security deposit is expended to cure a non-compliance with the terms and conditions of the Agreement

by CHARTER SCHOOL, LAUSD shall issue a notice of such action, the actual cost incurred and within 15 days of its receipt of LAUSD's notice. CHARTER SCHOOL shall remit to LAUSD an amount equal to the actual cost incurred to replenish the security deposit. LAUSD shall have the right to increase or decrease the amount of any security deposit during the Term of this Agreement. Upon the expiration of this Agreement, the security deposit, if any, shall be returned to CHARTER SCHOOL within 60 days of the expiration date. Upon the earlier termination of this Agreement, the security deposit, if any and if any amount remains, shall be returned to CHARTER SCHOOL within 60 days of the termination date.

ARTICLE 25. WAIVER

CHARTER SCHOOL and LAUSD agree that they are entering into this Agreement in order to provide both parties with the opportunity to engage in long term planning. For CHARTER SCHOOL, long term planning will provide CHARTER SCHOOL with the opportunity to have an established location for its school without being required to submit an annual request for facilities to LAUSD and plan its educational program for a longer time period. In conjunction with the occupancy or the Premises beyond one (1) year and planning for the long term, CHARTER SCHOOL desires similar rights and benefits of ownership to the extent possible and while minimizing risks and liabilities for LAUSD as the owner of the Premises. For LAUSD, long term planning will allow LAUSD to identify one location for CHARTER SCHOOL and relieve LAUSD from any obligation to provide reasonably equivalent facilities to CHARTER SCHOOL for the duration of the Term of this Agreement. LAUSD agrees that so long CHARTER SCHOOL remains in good standing under the terms and conditions of this Agreement and this Agreement remains valid and in effect. CHARTER SCHOOL shall:

- (i) not be required to apply annually for the Premises as required by the Act and its regulations for the duration of the Term set forth in Article 2 above;
- (ii) have the right to use and plan its use of the Premises for its educational program described in its Charter Petition for the Term set forth in Article 2 above; and
- (iii) have certain rights to alter or otherwise modify the Premises for its purposes subject to the terms and conditions set forth in this Agreement.

In exchange for and in consideration of the foregoing, CHARTER SCHOOL agrees that CHARTER SCHOOL hereby waives and relinquishes any and all rights relating to facilities and LAUSD F&E under the Act and its Regs. including, but not limited to, requesting and receiving facilities for the educational program contemplated by the Charter Petition, and the upgrade or replacement of books, software, furniture, fixtures and equipment. CHARTER SCHOOL acknowledges and agrees that the foregoing waiver shall be broadly construed in favor of LAUSD and is intended to lead to the interpretation that once the Premises are provided to CHARTER SCHOOL for use for its school, LAUSD has no further obligation to provide any further facilities, furnishings, fixtures, equipment or other personal property. Nothing herein shall be construed to limit or restrict CHARTER SCHOOL from submitting a new charter petition to LAUSD for authorization to establish a new charter school and thereafter request use of LAUSD real property for said new charter school. This Article 25 shall survive the expiration or earlier termination of this Agreement so long as CHARTER SCHOOL is occupying the Premises.

[Continued on next page.]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date set adjacent to the respective signatures.

CHARTER SCHOOL:

PALISADES CHARTER HIGH SCHOOL

Dated: _____

By _____

Name: Dr. Pamela Magee, Executive Director Palisades HS

Its: _____

Dated: _____

By _____

Name: _____

Its: _____

LAUSD:

Los Angeles Unified School District

:

Dated: _____

By _____

Name: Mark Borison

Its: Director of Real Estate & Business Development

Exhibit A

Description of Premises

All of that certain real property owned by Los Angeles Unified School District identified in provision (e) of the Fundamental Provisions of the Agreement and all buildings, structures, improvements, furniture, fixture, equipment, other personal property and utility installations, systems and infrastructure located on the Premises and providing service to or integral to the use of the Premises.

A depiction of the current configuration of the Premises is as follows:

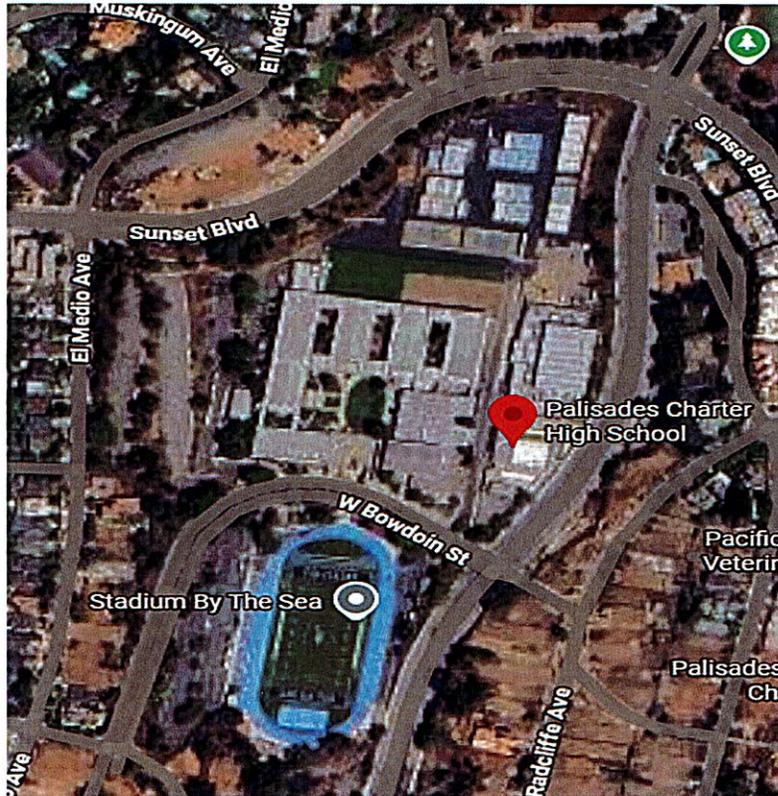


Exhibit B

Required Regulatory Inspections: (Please see attached)

Required Regulatory Inspections							
Craft	Component	Frequency of Inspection	Inspection Period (Year)	License Req'd	Type of License/Certification	Regulatory Agency	Estimate
ATU	Asbestos Surveillance	every six months	2400		None, knowledge of site's asbestos material condition is necessary	USEPA	4-6 Hours ES/EEC 8-12 Hours Mag/MS 8-12 Hours HS
	Asbestos inspection	every three years	2400		AHERA Asbestos Building Inspector (only if performed by District staff) & California Certified Asbestos Consultant (if performed on contract)	USEPA	8 hours ES/EEC 12/18 Hours Mag/MS 16-20 Hours HS 3 - Hours (both 6 month and 3 year inspections)
	Hydraulic Elevator inspection	Monthly	12400		State Conveyance License		1 - Hour
	Elevator - No load pressure test of hydraulic arm and relief valve	Annually	400		State Conveyance License		4 - Hours
	Hydraulic Elevator - Full load test	Every 5 years	9200		State Conveyance License		4 to 6 Hours
	Traction Elevator - Inspection	Monthly	12400	Yes	State Conveyance License		1 to 2 Hours
	Traction Elevator - Full load Test	Every 5 years	6200	Yes	State Conveyance License		4 to 6 Hours
	Elevator - Test phase I and II fire operation	Annually	1000		State Conveyance License & LAFD Chief's Regulation 4 Certified Tester	California Code of Regulations Title 8, Division 1, Chapter 4, Subchapter 6	1 to 2 Hours
	Hydraulic or Traction Elevator inspection & Issuance of operating permit by State of California Elevator, Ride and Tramway Inspector	Annually	1000		State Conveyance License		1 to 4 Hours
	Wheelchair Lift - Weekly safety - Operational Inspection	Weekly	52400	No	N/A		10 to 30 Minutes
	Wheelchair Lift - 6 month inspection	Semi-Annually	2000		State Conveyance License		1 Hour
	Wheelchair Lift - Five year load test	Semi-Annually	2000		State Conveyance License		60 to 90 Minutes
	Wheelchair Lift Inspection & Issuance of operating permit by State of California Elevator, Ride and Tramway Inspector	Annually	1000	Yes	State Conveyance License		30 to 60 Minutes
	Fire Alarm - Inspect supervisory signal devices	Monthly	32400	No	N/A		1-2 Hours

Mandated Inspections/Tests

3/8/2023

Required Regulatory Inspections							
Craft	Component	Frequency of Inspection	Inspection Year	License Req'd	Type of License/Certification	Regulatory Agency	Duration
Electrical	Fire Alarm - Inspect batteries, transient suppressors, trouble signals, remote annunciators, air sampling, duct detector, releasing devices, heat detectors, smoke detectors, interface equipment, notification appliances, and digital alarm communication transmitter	Semi-Annually	2000	No	N/A	LAFD REG 4 CFC, NFPA 72	4 to 8 Hours
	Fire Alarm - Perform Fire Chief's Regulation 4 Testing	Annually	100	No	LAFD Chiefs Regulation 4 Certified Tester		60 Hours
	Emergency Power Generators - Transfer switches - Emergency Powered Luminaries - Monthly	Monthly	2000	No	N/A	LAFD REG 4 CFC, NFPA 110	2 - 6 Hours
	Emergency Power Generators - Transfer switches - Emergency Powered Luminaries - Annually	Annually	100		N/A	LAFD REG 4 CFC, NFPA 110	2 - 8 Hours
	Generate >50 Horsepower Inspection & Issuance of AQMD Permit	Annually	100		N/A	South Coast AQMD	1 Hour
	Emergency Power Inverters - Emergency Powered Luminaries - Monthly	Monthly	2000	No	N/A	LAFD REG 4 CFC, NFPA 111	2 - 4 Hours
	Emergency Power Inverters - Emergency Powered Luminaries - Quarterly	Quarterly	400		N/A	LAFD REG 4 CFC, NFPA 111	2 to 6 Hours
	Emergency Power Inverters - Annually	Annually	100		N/A	LAFD REG 4 CFC, NFPA 111	3 to 8 Hours
	Emergency Lighting Unit Equipment - Monthly	Monthly	400	No	N/A	LAFD REG 4 CFC, NFPA 111	2 to 10 Hours
	Emergency Lighting Unit Equipment - Quarterly	Quarterly	400		N/A	LAFD REG 4 CFC, NFPA 111	4 to 20 Hours
	Emergency Lighting Unit Equipment - Annually	Annually	100		N/A	LAFD REG 4 CFC, NFPA 111	4 to 30 Hours
	Emergency Power System - Testing & Certification	Annually	100	Yes	LAFD Chiefs Regulation 4 Certified Tester	LAFD REG 4	5 to 20 Hours
	Generators - Depending on fuel source, check, replenish or replace fuel, check other fluids and test and inspect generator and transfer switch for functionality	Monthly	2000	No	N/A	LAFD REG 4 NFPA 110, NFPA 70	2 to 4 Hours
	Generators - In addition to above, test with full load for a minimum of 90 minute duration.	Annually	100	No	N/A		2 to 4 Hours
	Generators - Testing & Certification	Annually	100	Yes	LAFD Chiefs Regulation 4 Certified Tester	LAFD REG 4	5 to 20 Hours

Mandated Inspections/Tests

3/8/2023

Required Regulatory Inspections						
Craft	Component	Frequency of Inspection	Inspection Cost/Year	License Req'd	Type of License/Certification	Regulatory Agency
	Emergency Lighting Inverters and luminaries - inspect, test and clean batteries, test unit for functionality	Monthly	52.00	No	N/A	LAFD REG 4
	Emergency Lighting Inverters - In addition to above, test with full load for a minimum of 90 minute duration	Annually	1.00	No	N/A	NFPA 110, NFPA 70
	Emergency Lighting Inverters and luminaries - Testing and Certification	Annually	1.00	Yes	LAFD Chiefs Regulation 4 Certified Tester	LAFD REG 4
	Hot Water Heating Boilers over 1,000,000 to less than 2m BTU'S - tune up	Annually	1.00	No	AQMD operating permit	AQMD
HVAC	Hot Water Heating Boilers over 2,000,000 and over BTU'S - source test	Annually	1.00	No	AQMD operating permit	AQMD
	Refrigeration Chillers w/ 50 lbs of refrigerant per circuit	Annually	1.00	No	AQMD operating permit	AQMD
	Parking Garage carbon monoxide sensors	Semi-Annual	2.00	NO	N/A	Occupational safety and Health Admin.
	Posting regulatory permits	As Needed	1.00			
Metal	Inspection of all existing tiered seating (gym bleachers, grandstand bleachers & portable bleachers) Folding and Telescopic seating	Annually	1.00	Yes	Qualified person (bleacher construction knowledgeable) trained by manufacture	CBC / ICC 300
	Inspection of Playground Equipment and Surface Matting	Low Frequency 3 months	4.00	Yes	Certified Playground Safety Inspector	CPSA / NPSI
	Access Compliance for Playground Equipment	On going	4.00	Yes	Certified Playground Safety Inspector	ADA
	Fire Sprinklers	Every 5 years	0.20	Yes	Los Angeles Fire Chief Regulation No 4 Certificate Of Fitness for Fire Sprinklers	Local Fire Authority
	Fire Standpipes	Every 5 years	0.20	Yes	Los Angeles Fire Chief Regulation No 4 Certificate Of Fitness for Class 2 Standpipes	Local Fire Authority
	Auto Closing Assemblies (fire doors, roll-up windows & doors)	Every 5 years	0.20	Yes	Los Angeles Fire Chief Regulation No 4 Certificate Of Fitness for Auto Closing Assemblies.	Local Fire Authority
	Fire Pumps	Annual Test & Certification	1.00	Yes	Licensed Vendor (C-16 and LA Fire Chief's Certificate of Fitness) OR FLSTG Plumber with Los Angeles Fire Chief Regulation No 4 Certificate Of Fitness	Local Fire Authority

Mandated Inspections/Tests

3/8/2023

Required Regulatory Inspections						
Craft	Component	Frequency of Inspection	License Req'd	Type of License/Certification	Regulatory Agency	Duration
Plumbing	Fire Pump	Monthly	Yes	Licensed Vendor (C-16 and LA Fire Chief's Certificate of Fitness) OR FLSTG Plumber with Los Angeles Fire Chief Regulation No 4 Certificate Of Fitness	Local Fire Authority	2 - Hours
	Backflow Assemblies	Annually	Yes	Los Angeles County Department Of Health Services	L.A. County Health Dept. or Local Water Purveyor	1.5 - Hours
	Portable Fire Extinguishers Service	Annual Test & Certification	Yes	California Fire Extinguisher Certificate Of Registration	Office of State Fire Marshall	10 to 40 -Hours *
	Portable Fire Extinguisher Check (visual inspection, gauge)	Monthly	Yes			30-40 mins
	Hood Systems (kitchen or home econ)	Semi-Annual Service	Yes	California Fire Extinguisher Systems Certificate of Registration	Office of state Fire Marshall	4 - Hours

Mandated Inspections/Tests

3/8/2023

Page 4

Exhibit C

LAUSD's Pest Management Policy

A copy of LAUSD's pest management policy is attached hereto. LAUSD recommends CHARTER SCHOOL periodically contact LAUSD for any updates, modifications or amendments to said pest management policy.

**LOS ANGELES UNIFIED SCHOOL DISTRICT
INTEGRATED PEST MANAGEMENT POLICY
REVISED 5-23-02**

POLICY STATEMENT

It is the policy of the Los Angeles Unified School District (District) to practice Integrated Pest Management (IPM). All aspects of this program will be in accordance with federal and state laws and regulations, and county ordinances. All district policies must conform to this IPM policy.

Pesticides pose risks to human health and the environment, with special risks to children. It is recognized that pesticides cause adverse health effects in humans such as cancer, neurological disruption, birth defects, genetic alteration, reproductive harm, immune system dysfunction, endocrine disruption and acute poisoning. Pests will be controlled to protect the health and safety of students and staff, maintain a productive learning environment and maintain the integrity of school buildings and grounds. Pesticides will not be used to control pests for aesthetic reasons alone. The safety and health of students, staff and the environment will be paramount.

Further, it is the goal of the District to provide for the safest and lowest risk approach to control pest problems while protecting people, the environment and property. The District's IPM Policy incorporates focusing on long-term prevention and will give non-chemical methods first consideration when selecting appropriate pest control techniques. The District will strive to ultimately eliminate the use of all chemical controls.

The "Precautionary Principle" is the long-term objective of the District. The principle recognizes that:

- a) no pesticide product is free from risk or threat to human health, and
- b) industrial producers should be required to prove that their pesticide products demonstrate an absence of the risks enumerated in paragraph two (2) rather than requiring that the government or the public prove that human health is being harmed.

This policy realizes that full implementation of the Precautionary Principle is not possible at this time and may not be for decades. But the District commits itself to full implementation as soon as verifiable scientific data enabling this becomes available.

DECISION MAKING PROCESS

A Pest Management Team will serve to provide guidance and verification regarding procedures and program implementation, and will recommend resolutions for District policies that conflict with this policy. Decisions will be made by a simple majority of all Pest Management Team members voting at meetings. A quorum of ten (10) members must be present to convene a meeting. The Pest Management Team will be appointed within forty-five (45) calendar days of adoption of this policy. The first meeting of the Pest Management Team must be attended by all members and convened within thirty (30) calendar days of the Team's appointment. The Pest Management Team will decide the frequency of subsequent meetings.

The administration of this program will be conducted by a District-appointed IPM Coordinator. The IPM Coordinator will be an existing District staff position.

The Pest Management Team will be comprised of fifteen (15) independent members: one District non-management representative from Maintenance and Operations, one District representative from the Office of Environmental Health and Safety, one District representative from Food Services, the District IPM Coordinator, one IPM expert, two parents of District-enrolled students, two community members, one public health representative, two environmental representatives, one District teacher, one District principal, and one medical practitioner.

The Board of Education’s School Safety and Campus Environment Committee must approve all assignments to this Pest Management Team by a simple majority of all members. Selection of the initial Pest Management Team nominees will be the responsibility of groups whose members have participated in and attended at least two (2) of the Policy Development Committee meetings. Thereafter, nominations will be submitted to the Pest Management Team by the fifteen (15) named constituencies. Nominations to a particular slot must be made by a member of that slot’s constituency. Pest Management Team membership will be solicited through the Spotlight, recognized parent and teacher organizations, unions, and notification and outreach to other independent community groups. Nominations will be screened by the Pest Management Team, then submitted to the School Safety and Campus Environment Committee for approval at a public meeting.

Pest Management Team members will be randomly divided into two (2) classes of seven (7) and eight (8), comprised as closely as possible of equal numbers of District staff and non-District staff Pest Management Team member constituencies. The seats of the first class shall be vacated after the expiration of the second year; of the second class, at the expiration of the third year, so that approximately one-half may be chosen every year. If vacancies happen by resignation or otherwise, the School Safety and Campus Environment Committee may make appointments to fill the vacated seats consistent with the fifteen (15) constituency groups. With the exception of the first term of the second class, Pest Management Team terms will be two (2) years.

Involvement and commitment as a member of the IPM Team and attendance at the meetings is crucial to the success of the IPM policy. Accordingly, Team members are required to meet a minimum attendance standard. Failure to meet this standard, other than in cases of acceptable extenuating circumstances, may result in removal from the IPM Team.

The Team shall establish an annual meeting schedule at its first meeting of each calendar year at which there is a quorum. Members who are absent from four (4) meetings per year or three (3) consecutive meetings may be removed as a member of the Team by the vote of a quorum of the Team membership. Appointment of a replacement Team member will be in accordance with the above policy.

PRODUCT AND USE APPROVAL

Products used at the District must be first approved by the Pest Management Team following a careful review of contents, precautions, and low risk methods. In the interim between adoption of this policy and establishment of the Pest Management Team, pest management product use and approval decisions will be made by the District IPM Coordinator in consultation with the independent IPM expert.

All purchasing of pesticides to be used on District sites or property will require the approval of the IPM Coordinator. Only persons specifically authorized by the IPM Coordinator are permitted to bring or apply pesticides on District sites or property; other site employees and non-employees are not permitted to bring or apply pesticides on District property.

Products will be divided into two classifications:

- 1) Products approved by the Pest Management Team by a simple majority of all members for use at the discretion of the pest control technician within the guidelines of this IPM program. This will be called the "Approved List." The Approved List will adhere to the "Pest Management Methods and Product Selection Guidelines" (see Appendix A).
- 2) Products not on the Approved List whose use requires the written approval of the IPM Coordinator and an independent IPM expert (approved by the Pest Management Team) when reduced risk methods are unsuccessful. Use of products not on the Approved List will be reported to and reviewed by the Pest Management Team on a case-by-case basis.

TRAINING

Training of personnel is critical to the success of an IPM program. All District personnel and contractors, including facilities personnel, principals, teachers, parents, students, and the public, have roles and responsibilities in carrying out this IPM program. Training documentation will be reported to the Pest Management Team.

METHOD OF IPM CONTROL

The following is the preferred order in which pest management will be implemented:

1. Establish area pest management objectives, e.g., kitchens, playgrounds, classrooms, etc.
2. Establish pest threshold levels.
3. Initiate behavioral modification, including improved sanitation.
4. Utilize pest prevention methods, such as structural modification, and/or employ progressive non-chemical methods and techniques, including pest monitoring and trapping.
5. Employ reduced risk progressive pesticide selection as a last resort.

NOTIFICATION, RECORDKEEPING, AND REORTING

The District will notify parents, employees and students of all pesticide applications using the following guidelines:

1. The District will provide annual notification to parents or guardians in the "Registration Packet" distributed at the beginning of each school year or upon enrollment. Notification will include:
 - a) the IPM policy statement;
 - b) the Approved List.
 - c) The availability of IPM activity records in the main office of each school;

- d) A request that parents or guardians notify the school principal if their child's health and/or behavior would be influenced by exposure to pesticide products; and
 - e) A mechanism by which parents or guardians can request notification of all pesticides applications.
2. The Approved List will be conspicuously posted annually in the main office of each site and remain posted throughout the year.
3. Applications of products not on the Approved List will be preceded by a 72-hour notification to parents or guardians, and school staff, except for emergencies as determined by the IPM coordinator and an independent IPM expert (approved by the Pest Management Team). Notification will include:
- a) the product name and active ingredient;
 - b) the target pest;
 - c) the date of pesticide use;
 - d) the signal word indicating the toxicity category of the pesticide;
 - e) a contact for more information; and
 - f) the availability of further information at the school's main office.
4. Signs shall be conspicuously posted around any area where pesticides not on the Approved List are to be applied in a non-emergency situation at least 72-hours before and for five (5) half-lives after any pesticide application. In the event of an emergency as determined in number three (3) above, posting will go up at the time of the application. Signs shall include the information listed in number three (3) above.

IPM PROCEDURES MANUAL

An IPM procedures manual will be written to implement this policy. This manual will be presented to the Pest Management Team for review and approval within nine (9) months after adoption of this policy.

APPENDIX A

Pest Management Methods and Product Selection Guidelines

- I. Pest management methods and product selection will be based on the following principles:
 - a) In embracing the Precautionary Principle, the District will use only those pest management methods or products demonstrated to be the safest and lowest risk to children, and strive to use products that demonstrate an absence of the following health effects: cancer, neurological disruption, birth defects, genetic alteration, reproductive harm, immune system dysfunction, endocrine disruption and acute poisoning.
 - b) In those instances where pesticide products fall outside of these specific guidelines, the District's decisions on pest management methods or product selection will conform to the spirit and intent of this policy and these guidelines.
 - c) The District will use only those pest management products that can be applied in a manner at a time where no person will inhale or come into direct contact with them, or be exposed to volatile agents.
 - d) The Approved List and categories in Section II will be reviewed and approved annually by the Pest Management Team.
 - e) A proposed time lien for phase out of products that will not qualify for the Approved List will be presented to the Pest Management Team for review and approval at their first meeting.
- II. Only pest management products that fall within the following categories will be placed on the Approved List:
 - insecticide or rodenticide baits and traps;
 - caulking agents and crack sealants;
 - borates, silicates, and diatomaceous earth;
 - soap-based products;
 - products on the Federal Insecticide Fungicide and Rodenticide ACT (FIFRA) 25(b) list {40 CFR 152.25(g) (1)} or the California Certified Organic Farmers organic list;
 - cryogenics, electronic products, heat, and lights;
 - biological controls, such as parasites and predators;
 - microbial pesticides;
 - insect growth regulators
 - physical barriers.

Exhibit D

Deferred Maintenance Plan for the Premises (**no longer applicable**)

Exhibit E

LAUSD Disclosures Pertaining to the Premises

Hazardous Materials:

All available data and reference sources utilizing geographic information and related mapping software application programs were utilized to identify known hazardous material/environmental conditions on or beneath the Palisades Charter School site. Based upon staffs' review, no known conditions were identified.

2025-2028 Sole Occupant Agreement between LAUSD and PCHS Summary Memo

This report summarizes key changes, obligations, and implications in the proposed 2025–2028 Sole Occupant Agreement (SOA) Addendum between LAUSD and Palisades Charter High School (PCHS). It highlights provisions with operational, financial, and legal impact and outlines required action items for ongoing compliance.

Executive Overview

The SOA Addendum extends PCHS’s right to occupy and operate on the LAUSD-owned Bowdoin campus **through June 30, 2028**, aligning the facilities term with the state-mandated charter petition extensions granted through **AB 130 and SB 114**. The Addendum substantially increases compliance, maintenance, financial, and insurance responsibilities for PCHS, and significantly tightens procedures related to construction and campus alterations.

There is **no automatic right of occupancy beyond June 30, 2028**, and PCHS will need to seek renewal.

Key Impacts on PCHS

1. Enrollment Cap

- Maximum enrollment formally capped at **3,000 students**. (Note: There is an enrollment cap in the PCHS Charter but not in the last SOA).
- Exceeding this threshold may constitute a breach of the SOA.

2. Major Shift in Maintenance & Deferred Maintenance Responsibility

- The state’s Deferred Maintenance Program has sunsetted; **LAUSD will no longer fund Deferred Maintenance**.
- Unless Bond Funds are specifically allocated in the future, **PCHS must pay 100% of Deferred Maintenance costs**.
- PCHS must either:
 - a) **Self-perform Maintenance & Operations (M&O)** in full compliance with LAUSD policies, including maintaining Deferred Maintenance Plans, or
 - b) **Pay LAUSD a monthly Pro Rata Share** for LAUSD-provided M&O under a separate agreement.

Alterations built by PCHS permanently shift all future deferred maintenance obligations to PCHS.

3. Elimination of Participation in LAUSD Property Insurance Program

- PCHS is **no longer eligible** for LAUSD's property insurance pool.
- School must obtain its own property insurance meeting LAUSD's requirements, including naming LAUSD as additional insured.

4. Highly Restrictive Construction & Alterations Rules

Any construction, regardless of size, requires **advance written LAUSD approval** and possibly full DSA involvement. Key requirements now include:

- Submission of Project Scope (Exhibit G) and payment of LAUSD review fees.
- All permits, DSA approvals, and LAUSD clearances must be obtained before work begins.
- PCHS must pay:
 - DSA Inspector of Record
 - All LAUSD oversight fees (OEHS, ITD, M&O)
 - Specialty inspections (ADA, geotechnical, etc.)
 - A performance bond or 125% segregated cash

Unauthorized construction is a material violation, and LAUSD may require PCHS to pay for re-work or restoration.

5. Insurance Requirements

PCHS must maintain and provide proof of:

- **\$5M** General Liability
- **\$1M** Auto Liability
- Workers' Compensation
- Builder's Risk (for any construction)
- Full Property and Personal Property Insurance
- LAUSD must be listed as additional insured across policies.

6. Film / Civic Center Use Restrictions (This is a significant change and significantly impacts school revenue).

- Filming revenues must flow through LAUSD's broker.

- Unauthorized filming subjects PCHS to LAUSD revenue entitlements of **50–90%**.
- Charter may not authorize the use of LAUSD trademarks or images independently.

7. Expanded LAUSD Inspection Rights

LAUSD may inspect at any time to confirm:

- Maintenance conditions
- Environmental compliance
- ADA compliance
- Adherence to LAUSD policies
- Hazardous materials management

8. Environmental Responsibility

PCHS must:

- Comply with all Environmental Laws, including AHERA
- Conduct asbestos/lead evaluations before projects
- Notify LAUSD immediately of any hazardous materials event
- Indemnify LAUSD for hazardous materials incidents not caused by LAUSD

9. Termination Triggers

The agreement may terminate if:

- Charter petition is revoked, expires, or is not renewed
- A breach occurs
- The premises are destroyed
- The site is taken by eminent domain
- The school is abandoned for 30 days

Required Board-Level Action Items

Governance & Long-Term Planning

- Begin planning for **Charter Petition renewal** before June 30, 2028.
- Prepare for a **facilities term renewal request** to LAUSD well in advance.

Maintenance & Operations

- Decide whether PCHS will:
 - **Self-perform M&O** (with full compliance obligations), or
 - **Contract with LAUSD** via Pro Rata Share.

Financial Planning

Budget for:

- Full Deferred Maintenance obligations
- New insurance premiums
- Construction oversight fees, performance bonds, and DSA requirements
- Potential increased capital costs for compliance

Facilities & Capital Projects

Establish a rigorous internal process ensuring:

- No construction starts without LAUSD's written approval
- All required plans, approvals, inspections, and close-out documentation are completed

Risk & Compliance

- Update filming, civic center, and licensing policies.
- Ensure enrollment remains below 3,000.
- Strengthen hazardous materials compliance practices.

Summary & Strategic Considerations

This SOA Addendum materially increases PCHS's operational and financial responsibilities. The most significant changes concern **Deferred Maintenance obligations, insurance requirements,**

and **strict construction approval processes**. These obligations will require careful Board oversight, enhanced operational systems, and long-term financial planning.

Given the June 2028 expiration date and considerable obligations in the interim, early planning for both **charter renewal** and **facilities renewal** will be critical.

Coversheet

Proposed 2026-2027 School Calendar

Section: VII. Academic Excellence
Item: A. Proposed 2026-2027 School Calendar
Purpose: Vote
Submitted by:
Related Material: 2026-2027 Proposed School Calendar.pdf



PALISADES CHARTER HIGH SCHOOL

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2026-27 School Year Important Dates

August 17:	First day for teachers (Professional Development)
August 18:	Professional Development
August 19:	First day for students ALL CLASSES MEET DAY
Sept. 4:	Admissions Day (Unassigned Day)
Sept. 7:	Labor Day (Holiday)
Sept. 21:	No School (Unassigned Day)
Nov. 11:	Veteran's Day
Nov. 23-27:	Thanksgiving Break
Dec. 15-17:	Finals (Dec. 17 last day for students.)
Dec. 18:	Last day for teachers (Pupil Free Day)
Jan. 11:	First day of second semester (teacher's only/prof. development)
Jan. 12:	First day of second semester (Odd Day)
Jan. 18:	MLK Day (Holiday)
Feb. 15:	President's Day (Holiday)
Mar. 26:	Cesar Chavez Day (Unassigned Day)
Mar. 29-Apr 2:	Spring Break
May 28:	No School (Unassigned Day)
May 31:	Memorial Day
June 7-9:	Finals (last day for students June 9)
June 10:	Last day for teachers (Pupil Free Day)/Graduation

Coversheet

SMC Instructional Services Agreement

Section: VII. Academic Excellence
Item: B. SMC Instructional Services Agreement
Purpose: Vote
Submitted by:
Related Material: SMC Instructional Services Agreement.pdf

SANTA MONICA COLLEGE

AGREEMENT FOR SERVICES

INSTRUCTIONAL SERVICES AGREEMENT (ISA) - INSTRUCTOR

THIS INSTRUCTIONAL SERVICES AGREEMENT (ISA) INSTRUCTOR AGREEMENT is made and entered into this 13th day of February, 2026, by and between the SANTA MONICA COLLEGE (“the College”), the PALISADES CHARTER HIGH SCHOOL (“the District”) and

Rick Steil, an employee of the District (“the Instructor”), who is being assigned to the College on a part-time basis pursuant to Title 5 of the California Code of Regulations, Sections 58056(a) and 58058(b). The Instructor will be an employee of the College on a limited basis pursuant to this Agreement (“ISA Instructor Agreement”). The College, the District, and the Instructor may be collectively referred to as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the College requires instruction for classes offered by the College in cooperation with the District in the Dual Enrollment program being offered to students of the District and subject to the terms and conditions set forth in the Instructional Services Agreement- District for Dual Enrollment between the College and the District; and,

WHEREAS, the District has duly qualified employees who can competently provide instruction services for dual enrollment classes offered by the College in cooperation with the District; and,

WHEREAS, the Instructor agrees to be assigned to the College as an at-will, uncompensated, instructor to competently provide ISA instruction for classes offered by the College in cooperation with the District, and,

WHEREAS, the Parties are authorized by Title 5, California Code of Regulations, Sections 58056(a) and 58058 to execute this ISA Instructor Agreement;

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The Instructor is a District Employee.

The Instructor is and shall continue to be an employee of the District and shall follow the District contract not the faculty contract of the College. All compensation and benefits will be provided by the District. If at any time during a course the Instructor is no longer an employee of the District, this Agreement is null and void.

2. The Instructor Meets Minimum Qualifications and Is Professionally Trained and Competent.

The Instructor is professionally and specially trained and competent to provide the instructional services that the College requires. The Instructor meets the minimum qualifications for the academic position of Instructor as established and determined by the College hiring process. The minimum qualifications required for this position are attached as Exhibit A and incorporated here by reference.

3. The Instructor Shall Be Under College's Direct Control while Providing Instruction.

While performing the required instructional services for the College, the Instructor is under the College's direct control and direction and may not have any other assigned duty during the instructional activity. The Instructor is an at-will employee, and the College retains the sole right to select, assign, evaluate, discipline, or terminate the Instructor at any time while performing the duties of the Instructor. The Instructor acknowledges that he or she has received an orientation from the College and has been provided with the instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services which the College provides to all instructors.

4. Evaluation.

The instructor acknowledges that they shall be evaluated by SMC using the adopted evaluation process and standards for part-time faculty of SMC and by the District using the adopted evaluation process for teachers employed by the District.

5. Instructor Duties.

The Instructor's duties include, but are not limited to:

- a. Ensure that instructional time is expended in full compliance with the course objectives determined by the College, as outlined in Appendix 1.
- b. Ensure the safety and wellbeing of students during instructional hours.
- c. Ensure the proper delivery of dual enrollment instruction in accordance with College course outlines and approved curriculum, attached as Exhibit B.
- d. Ensure that the students are held to a comparable level of rigor to all courses offered at the College.
- e. Maintain continued physical presence during all class meetings and sessions to deliver or supervise instruction for each course section; maintain contact with facilitators and students during all instructional activities.
- f. Maintain accurate and current records documenting the physical presence of the Instructor during all class meetings and sessions.
- g. Regularly attend periodic College staff meetings and orientations.

- h. Ensure that all Instructional materials used to teach a course are College-approved and consistent with the District-approved course outline.
- i. Submit course syllabus to College before the start of the course.
- j. Ensure all students enrolled in the class are officially enrolled on the College roster by the census date and clear the College roster of students who are not attending the class by the census date.
- k. Ensure the effective use of instructional methods, technology, testing and remediation.
- l. Ensure the proper administering and scoring of course tests.
- m. Ensure the accurate calculation of final student grades and the prompt submission of grades and Student Learning Outcomes by the designated date on the College electronic records system.
- n. Ensure compliance with all College policies and administrative procedures while conducting any College instruction.

6. Worker's Compensation Insurance.

The Instructor will be employee of the District for the purposes of workers compensation insurance.

7. Term.

The term of this agreement shall be for one semester and must be renewed at the start of each semester.

8. Termination.

This Agreement will commence on the date shown above and may be terminated at any time by the College. This agreement may be terminated upon thirty (30) days prior written notice to the College from the District or from the Instructor. No cause shall be required for the College, the District, or the Instructor to terminate this Instructional Services Agreement. Termination of the Instructional Services Agreement- District for any cause results in the termination of this Instructional Services Agreement.

9. Notices.

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U. S. Mail, postage to be prepaid, sent by reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

College: Maral Hyeler
Director, Instructional Services and External Programs
Santa Monica College
1900 Pico Blvd., Santa Monica, CA, 90405

District: Chris Lee
Director of Academic Planning and Guidance Services
Palisades Charter High School
15777 Bowdoin St, Pacific Palisades, CA

Instructor Name: Rick Steil

Address: 2569 S Bandy
LA, CA 90064

A party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Parties of the change in writing and in the manner described in this section.

10. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties agreement pursuant to the Code of Civil Procedure, section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

11. Jointly Negotiated.

The Parties have jointly negotiated this Agreement, which shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

12. Execution by Facsimile or in Counterparts.

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A scan, copy, facsimile, or an original of this Supervision Agreement, with all the signature pages appended together shall be deemed a fully executed Supervision Agreement. Signatures transmitted by electronic means shall be deemed to be original signatures.

13. Ratification by College Board of Trustees.

Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the College unless and until College's Board

of Trustees has approved or ratified this agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

Spring 2026 – Course to be Taught

2748	PHOTO 2	STEIL R J
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Santa Monica College

By: _____

Print Name: Jason Beardsley

Title: Vice President of Academic Affairs

Date: 02/17/2026

District

By: *Dr. Pamela McGee*

Print Name: Dr. Pamela McGee

Title: Executive Director/Principal

Date: 02/17/2026

Instructor

By: *[Signature]*

Print Name: Rick Steil

Title: Photo Instructor

Date: 02/17/2026

Coversheet

Revised Behavioral Health Policy

Section: VIII. Revised Behavior Health Policy
Item: A. Revised Behavioral Health Policy
Purpose: Vote
Submitted by:
Related Material: Updated with Board Notes_Behavior Health Policy 02_20_26.pdf



PALISADES CHARTER HIGH SCHOOL

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Senate Bill 153 led the California Department of Education to initiate the writing of this policy to support the behavioral wellness of our students.

The Governing Board of Palisades Charter High School, at its meeting held on January 30th, 2026, hereby adopts the following policy on referral protocols for addressing pupil behavioral health concerns in grades 9–12. This policy has been developed in consultation with school and community stakeholders and school-linked behavioral health professionals and establishes the adopted procedures relating to referrals to behavioral health professionals and support services.

Addressing the Needs of High-Risk Groups (EC Section 49428.2(b)(3))

The Governing Board recognizes the importance of ensuring equitable access to behavioral health supports for all students. The Governing Board hereby adopts this policy to address the needs of high-risk pupil groups, which include but are not limited to the following pupil groups;

- Pupils with disabilities;
- Pupils with mental illness;
- Pupils with substance use disorders;
- Foster youth;
- Youth placed in out-of-home settings;
- Homeless youth;
- Pupils experiencing bereavement or loss of a close family member or friend;
- Pupils for whom there is a concern due to behavioral health disorders, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse;
- Lesbian, gay, bisexual, transgender, or questioning pupils.

The Palisades Charter High School staff who oversee the mental and behavioral health needs of students is responsible for coordinating implementation of these group-specific referral protocols, in collaboration with the Director of Special Education (IEP/504), Foster Youth Liaison, Homeless Liaison, and School site administrators.

School leadership may also identify additional pupil groups at local discretion, such as English learners or recently immigrated students, if local data or partner input show increased behavioral health risks.

Student Privacy

Palisades Charter High School recognizes and agrees to abide by the variety of federal and state student data privacy laws and regulations (including but not limited to the Family Educational Rights and Privacy Act [FERPA], EC Section 49073, et seq., etc.) with which Palisades Charter High School must comply in connection with its policy on referral protocols for addressing pupil behavioral health concerns and in connection with



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implementation of its policy and protocols, including but not limited to any of subsets of its policy, such as those listed below.

Referral Protocols and Procedures

The Governing Board hereby adopts the following referral protocols and procedures relating to referrals to behavioral health professionals and support services:

Upon learning about student behavioral health needs, all Palisades Charter High School staff will know and follow the steps in order to refer students to the Coordination of Services Team (COST) located through Palisades Charter High School Employee Bookmarks page designated as COST/Intervention Referral Form.

Needs Assessment

The Executive Director/Principal or designee shall conduct an annual needs assessment to:

- Identify behavioral health trends;
- Review available resources; and
- Detect service gaps within the school community.

The Palisades Charter High School Administration team shall review referral volume, response times, and outcomes on a quarterly basis and shall submit findings to the Palisades Charter High School Governing Board for continuous improvement.

Capacity Building

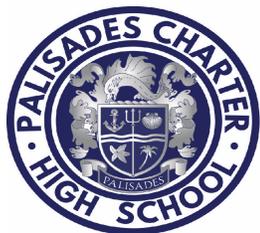
Palisades Charter High School shall:

- Provide professional development on referral pathways and staff roles;
- Clarify responsibilities among certificated and classified staff; and
- Maintain partnerships with school-linked behavioral health professionals and community providers

Planning

The Executive Director or designee shall:

- Define referral pathways for crisis and non-crisis concerns;
- Establish goals and assign responsible roles for each step in the referral process; and
- Enter into memoranda of understanding with external partners, where appropriate, to support referral handoffs and information-sharing.



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Implementation

Palisades Charter High School shall establish step-by-step procedures to:

- Initiate referrals;
- Document concerns;
- Notify parents/guardians consistent with law;
- Triage level of need;
- Link pupils to appropriate services; and
- Schedule follow-up checks.

Evaluation and Continuous Improvement

Palisades Charter High School shall conduct an annual evaluation of referral protocols that includes:

- Data collection and analysis;
- Input from staff, families, and community stakeholders; and
- Targeted improvements based on results.

Evaluation monitors outcomes such as:

- Median time to first contact;
- Percentage of follow-ups completed within ten school days;
- Referral closure rates; and
- Results for the pupil groups identified in EC Section 49428.2(b)(3).

A summary of results is reported to the Governing Board annually to support transparency and continuous improvement.

Training (EC Section 49428.2(b)(4), (c)-(e))

Palisades Charter High School shall ensure that teachers of pupils in grades 9–12 receive training on pupil behavioral health.

Training materials approved by the Palisades Charter High School shall include:

- How to identify appropriate contacts for behavioral health evaluation, services, or both evaluation and services, at both the school site and within the larger community; and



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- When and how to refer pupils and their families to those services.

Optional elements may also include:

- Recognizing the signs and symptoms of youth behavioral health disorders.

Subject to EC Section 49428.2(d), the [LEA] shall certify, on or before July 1, 2029, to the CDE that 100 percent of its certificated employees and 40 percent of its classified employees who have direct contact with pupils in grades 7–12 have received youth behavioral health training at least once, in accordance with EC Section 49428.2(c)(1)–(5). (Please note: the [LEA] may meet the requirements of EC Section 49428.2(c) through an alternative approach by adopting a policy that describes how this approach is consistent with the goals specified in EC Section 49428.2(c) but better meets the needs of pupils.)

Authorization and Scope of Practice (EC Section 49428.2(b)(5))

In order to ensure that all school employees act only within the authorization or scope of their credential or license, Palisades Charter High School shall:

- Provide training and guidance to staff clarifying their roles in the referral process and the limits of their credential or license.
- Direct employees to refer pupils to appropriately credentialed or licensed professionals when behavioral health concerns are identified.
- Maintain referral protocols that specify which staff positions are authorized to act at each stage of the referral process.
- Review job descriptions and assignments to confirm they align with credentialing and licensing requirements.
- Inform staff clearly that only licensed or credentialed professionals are permitted to diagnose or treat behavioral health conditions.

Consistent with EC sections 49428.1(b)(8) and 49428.2(b)(5), nothing in this policy shall be construed as authorizing or encouraging school employees to diagnose or treat youth behavioral health disorders unless they are specifically licensed and employed to do so.

Coversheet

FY26 Second Interim Financials

Section: IX. Finance
Item: A. FY26 Second Interim Financials
Purpose: Vote
Submitted by:
Related Material: 2025_2026 Second Interim Financials.pdf

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	35,971,294.00	35,971,294.00	18,328,003.41	35,971,294.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,152,924.85	1,152,924.85	352,094.21	1,439,515.12	286,590.27	24.9%
3) Other State Revenue		8300-8599	2,160,731.87	2,160,731.87	743,969.70	2,741,146.95	580,415.08	26.9%
4) Other Local Revenue		8600-8799	3,723,173.24	3,723,173.24	10,182,439.94	10,591,577.08	6,868,403.84	184.5%
5) TOTAL, REVENUES			43,008,123.96	43,008,123.96	29,606,507.26	50,743,533.15		
B. EXPENSES								
1) Certificated Salaries		1000-1999	16,992,085.00	16,992,085.00	9,000,650.41	15,377,647.99	1,614,437.01	9.5%
2) Classified Salaries		2000-2999	4,353,516.00	4,353,516.00	2,670,432.90	3,764,696.62	588,819.38	13.5%
3) Employee Benefits		3000-3999	10,282,375.11	10,282,375.11	4,350,781.74	9,590,572.74	691,802.37	6.7%
4) Books and Supplies		4000-4999	1,685,459.00	1,685,459.00	1,904,938.88	4,130,000.46	(2,444,541.46)	-145.0%
5) Services and Other Operating Expenses		5000-5999	8,529,294.59	8,529,294.59	6,584,069.68	16,666,737.87	(8,137,443.28)	-95.4%
6) Depreciation and Amortization		6000-6999	1,140,700.00	1,140,700.00	542,689.63	930,324.63	210,375.37	18.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			42,983,429.70	42,983,429.70	25,053,563.24	50,459,980.31		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			24,694.26	24,694.26	4,552,944.02	283,552.84		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			24,694.26	24,694.26	4,552,944.02	283,552.84		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	15,112,594.78	15,112,594.78		16,587,058.83	1,474,464.05	9.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,112,594.78	15,112,594.78		16,587,058.83		
d) Other Restatements		9795	(791,596.78)	(791,596.78)		0.00	791,596.78	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			14,320,998.00	14,320,998.00		16,587,058.83		
2) Ending Net Position, June 30 (E + F1e)			14,345,692.26	14,345,692.26		16,870,611.67		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	14,345,692.26	14,345,692.26		16,870,611.67		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	18,071,133.00	18,071,133.00	7,816,104.00	19,301,903.00	1,230,770.00	6.8%
Education Protection Account State Aid - Current Year		8012	6,473,995.00	6,473,995.00	4,101,278.00	6,638,542.00	164,547.00	2.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	11,426,166.00	11,426,166.00	6,410,621.41	10,030,849.00	(1,395,317.00)	-12.2%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			35,971,294.00	35,971,294.00	18,328,003.41	35,971,294.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	312,785.85	312,785.85	73,969.83	310,410.52	(2,375.33)	-0.8%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	423,400.00	423,400.00	141,559.00	752,863.60	329,463.60	77.8%
Title I, Part A, Basic	3010	8290	292,162.00	292,162.00	92,716.38	266,837.00	(25,325.00)	-8.7%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	56,781.00	56,781.00	23,016.00	46,017.00	(10,764.00)	-19.0%
Title III, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, English Learner Program	4203	8290	20,826.00	20,826.00	0.00	0.00	(20,826.00)	-100.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Every Student Succeeds Act	3040, 3060, 3061, 3150, 3155, 3182, 4037, 4124, 4126, 4127, 5630	8290	0.00	0.00	20,833.00	22,037.00	22,037.00	New
Career and Technical Education	3500-3599	8290	46,970.00	46,970.00	0.00	41,350.00	(5,620.00)	-12.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,152,924.85	1,152,924.85	352,094.21	1,439,515.12	286,590.27	24.9%
OTHER STATE REVENUE								
Other State Apportionments								
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	592,258.15	592,258.15	254,845.10	695,723.01	103,464.86	17.5%
Mandated Costs Reimbursements		8550	156,586.78	156,586.78	159,799.00	159,799.00	3,212.22	2.1%
Lottery - Unrestricted and Instructional Materials		8560	749,876.40	749,876.40	194,477.60	604,321.44	(145,554.96)	-19.4%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	270,586.00	270,586.00	0.00	270,586.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.00	76,000.00	76,000.00	New
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	391,424.54	391,424.54	134,848.00	934,717.50	543,292.96	138.8%
TOTAL, OTHER STATE REVENUE			2,160,731.87	2,160,731.87	743,969.70	2,741,146.95	580,415.08	26.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	50,000.00	50,000.00	377,608.36	405,051.74	355,051.74	710.1%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	425,000.00	425,000.00	0.00	354,166.67	(70,833.33)	-16.7%
Interest		8660	350,000.00	350,000.00	5,063.58	179,365.88	(170,634.12)	-48.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	2,548,173.24	2,548,173.24	509,582.00	2,577,639.76	29,466.52	1.2%
All Other Fees and Contracts		8689	0.00	0.00	1,974,047.38	1,974,047.38	1,974,047.38	New
Other Local Revenue								
All Other Local Revenue		8699	350,000.00	350,000.00	7,316,138.62	5,101,305.65	4,751,305.65	1,357.5%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,723,173.24	3,723,173.24	10,182,439.94	10,591,577.08	6,868,403.84	184.5%
TOTAL, REVENUES			43,008,123.96	43,008,123.96	29,606,507.26	50,743,533.15		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	14,208,790.00	14,208,790.00	6,637,026.51	11,229,887.03	2,978,902.97	21.0%
Certificated Pupil Support Salaries		1200	1,891,811.00	1,891,811.00	1,483,375.49	2,126,487.30	(234,676.30)	-12.4%
Certificated Supervisors' and Administrators' Salaries		1300	891,484.00	891,484.00	566,005.48	1,180,023.62	(288,539.62)	-32.4%
Other Certificated Salaries		1900	0.00	0.00	314,242.93	841,250.04	(841,250.04)	New
TOTAL, CERTIFICATED SALARIES			16,992,085.00	16,992,085.00	9,000,650.41	15,377,647.99	1,614,437.01	9.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	820,053.00	820,053.00	622,339.03	884,061.61	(64,008.61)	-7.8%
Classified Support Salaries		2200	219,713.00	219,713.00	101,547.74	47,814.21	171,898.79	78.2%
Classified Supervisors' and Administrators' Salaries		2300	494,839.00	494,839.00	820,724.88	327,179.91	167,659.09	33.9%
Clerical, Technical and Office Salaries		2400	1,952,638.00	1,952,638.00	633,896.56	1,998,973.57	(46,335.57)	-2.4%
Other Classified Salaries		2900	866,273.00	866,273.00	491,924.69	506,667.32	359,605.68	41.5%
TOTAL, CLASSIFIED SALARIES			4,353,516.00	4,353,516.00	2,670,432.90	3,764,696.62	588,819.38	13.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,245,488.24	3,245,488.24	1,521,920.27	2,748,541.53	496,946.71	15.3%
PERS		3201-3202	1,167,177.64	1,167,177.64	639,426.89	1,069,680.20	97,497.44	8.4%
OASDI/Medicare/Alternative		3301-3302	579,429.21	579,429.21	329,409.32	545,298.79	34,130.42	5.9%
Health and Welfare Benefits		3401-3402	4,288,991.00	4,288,991.00	1,208,838.43	4,140,408.00	148,583.00	3.5%
Unemployment Insurance		3501-3502	10,672.80	10,672.80	10,490.62	14,797.72	(4,124.92)	-38.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Workers' Compensation		3601-3602	190,616.22	190,616.22	115,423.00	164,890.50	25,725.72	13.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	800,000.00	800,000.00	525,273.21	906,956.00	(106,956.00)	-13.4%
TOTAL, EMPLOYEE BENEFITS			10,282,375.11	10,282,375.11	4,350,781.74	9,590,572.74	691,802.37	6.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	74,890.00	74,890.00	204,728.68	328,000.00	(253,110.00)	-338.0%
Books and Other Reference Materials		4200	0.00	0.00	8,967.61	48,973.71	(48,973.71)	New
Materials and Supplies		4300	586,031.00	586,031.00	590,763.54	1,135,210.81	(549,179.81)	-93.7%
Noncapitalized Equipment		4400	642,520.00	642,520.00	783,937.03	1,206,630.67	(564,110.67)	-87.8%
Food		4700	382,018.00	382,018.00	316,542.02	1,411,185.27	(1,029,167.27)	-269.4%
TOTAL, BOOKS AND SUPPLIES			1,685,459.00	1,685,459.00	1,904,938.88	4,130,000.46	(2,444,541.46)	-145.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	3,132,870.00	3,132,870.00	1,435,233.62	3,740,791.02	(607,921.02)	-19.4%
Travel and Conferences		5200	6,200.00	6,200.00	11,226.00	31,227.13	(25,027.13)	-403.7%
Dues and Memberships		5300	518,747.00	518,747.00	47,264.92	454,540.82	64,206.18	12.4%
Insurance		5400-5450	587,351.00	587,351.00	402,712.68	561,244.61	26,106.39	4.4%
Operations and Housekeeping Services		5500	909,896.00	909,896.00	474,736.49	1,272,170.67	(362,274.67)	-39.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,046,300.00	1,046,300.00	514,768.22	1,198,855.26	(152,555.26)	-14.6%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,274,430.59	2,274,430.59	3,680,991.00	9,348,995.38	(7,074,564.79)	-311.0%
Communications		5900	53,500.00	53,500.00	17,136.75	58,912.98	(5,412.98)	-10.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			8,529,294.59	8,529,294.59	6,584,069.68	16,666,737.87	(8,137,443.28)	-95.4%
DEPRECIATION AND AMORTIZATION								
Depreciation Expense		6900	1,140,700.00	1,140,700.00	542,689.63	930,324.63	210,375.37	18.4%
Amortization Expense—Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense—Subscription Assets		6920	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			1,140,700.00	1,140,700.00	542,689.63	930,324.63	210,375.37	18.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			42,983,429.70	42,983,429.70	25,053,563.24	50,459,980.31		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
Total, Restricted Net Position		0.00

Coversheet

Local Control and Accountability Plan (LCAP) Budget

Section: IX. Finance
Item: B. Local Control and Accountability Plan (LCAP) Budget
Purpose: Vote
Submitted by:
Related Material: FY26 Pali Mid Year LCAP_02_19_2026.pdf

BUDGET OVERVIEW FOR PARENTS			
Budget Item	Original Budget 2025-26	Mid-Year LCAP (December 2025)	Difference
Total LCFF funds	35,971,294	35,971,294	-
LCFF supplemental and concentration grants	1,746,166	1,746,166	-
All other state funds	4,708,905	6,168,125	1,459,220
All local funds	1,175,000	8,332,638	7,157,638
All federal funds	1,152,925	1,061,318	(91,607)
Total projected revenue	43,008,124	51,533,375	8,525,251
Total budgeted general fund expenditures	42,983,430	50,172,172	7,188,742

GOAL 1				
Actions	Action Title	Status	Budgeted Amount	YTD December Expenditure
1	Expanding Intervention Services	In Progress	583,138.00	432,333.00
2	Professional Development	In Progress	59,265.00	52,910.00
3	Increase A-G, Honors, and AP access to Black/African American students and Latinx students	In Progress	8,500.00	-
4	Diversify Curriculum (repeated expenditure, Goal 1, Action 2)		-	
5	Action Research: Grade Equity (repeated expenditure, Goal 1, Action 2)		-	
6	Teachers: Fully credentialed & appropriately assigned	In Progress	16,468,085.00	2,802,080.00
7	Instructional Materials: Every Student has standards-aligned materials	In Progress	258,044.00	17,935.00
8	Implementation of academic content and performance standards for all students, including how English Learners will access the common core state standards and ELD Standards (repeated expenditure, Goal 1, Action 2)		-	
9	Parent input in decision-making	In Progress	75,250.00	39,506.40
10	Parental participation in programs for unduplicated pupils		-	
11	Statewide CAASP assessments (ELA & Math- SBAC/CAA, Science- CAST/CAA) (repeated expenditure, Goal 1, Action 6)		-	
12	70% of English Learners will show progress in English proficiency (as measured by ELPAC) (repeated expenditure, Goal 1, Action 6)	In Progress	-	
13	15% English learner reclassification rate		169,610.00	23,362.00
14	70% of pupils who pass AP exams with a score of 3 or higher (repeated expenditure, Goal 1, Action 6)		-	
15	40% of pupils who exceed college readiness standards as measured by ELA & Math assessment programs (EAP / 11th grade CAASPP scores indicating standard exceeded or standard met in ELA and Math) (repeated expenditure, Goal 1, Action 6)		-	
16	Tutoring Program	In Progress	116,420.00	-

GOAL 2				
Actions	Action Title	Status	Budgeted Amount	Mid Year LCAP YTD Expenditure
1	College Center Support	In Progress	432,237.00	-
2	Career Center Support	In Progress	189,737.00	
3	Career Technical Education Program Support	In Progress	1,953,338.00	45,943.00

4	Dual Enrollment Opportunities: West LA College and Santa Monica Community College.	In Progress	36,691.00	-
5	80% of pupils who have successfully completed AG Requirements	In Progress	1,371,036.00	299,370.00
6	75% of pupils who have successfully completed CTE courses from approved pathways (repeated expenditure, Goal 1, Action 6)		-	-
7	75% of pupils who have successfully completed both A-G and CTE courses (repeated expenditure, Goal 1, Action 6)		-	-
8	Maintain graduation rate above 98%. (repeated expenditure, Goal 1, Action 6)		-	-

GOAL 3				
Actions	Action Title	Status	Budgeted Amount	Mid Year LCAP YTD Expenditure
1	Increase counseling support (repeated expenditure, Goal 1, Action 6)		-	-
2	Expand access and availability of mental health services	In Progress	794,607.00	106,526.00
3	Develop and maintain a positive and equitable school climate and culture.	In Progress	180,000.00	761,326.00
4	Increase support for at risk students (repeated expenditure, Goal 1, Action 6)		-	-
5	Maintain low suspension & expulsion rates to encourage a more positive school for all	In Progress	601,035.00	30,661.00
6	School will maintain a high ADA- as close to 96% as possible.	In Progress	331,179.00	-
7	Maintain chronic absenteeism under 5%. (repeated expenditure, Goal 3, Action 6)		-	-
8	Maintain high school dropout rate below 1% (repeated expenditure, Goal 3, Action 6)		-	-
9	Maintain Student Health, Well Being, and Resources	In Progress	403,418.00	-
10	Develop and maintain a positive and equitable school climate and culture.	In Progress	439,296.00	-

GOAL 4				
Actions	Action Title	Status	Budgeted Amount	Mid Year LCAP YTD Expenditure
1	Increase Access to Technology	In Progress	874,174.00	202,130.00
2	Maintenance/Facilities	In Progress	1,294,196.00	177,233.00
3	In-classroom modernization: 50% of classrooms with Smartboards		-	-
4	100% adoption of 1:1 student device program	In Progress	561,440.00	-
5	Increase in-class modernization with digital textbooks and subscriptions	In Progress	452,297.00	-

Coversheet

2026-2027 Budget and Finance Calendar

Section: IX. Finance
Item: C. 2026-2027 Budget and Finance Calendar
Purpose: Vote
Submitted by:
Related Material:
Proposed Budget Calendar 2026-2027 (Approved by Budget and Finance).pdf



PALISADES CHARTER HIGH SCHOOL

Empowering Educational Excellence.

FY 26/27 BUDGET CALENDAR

DATE	TASK
02/12/26	BUDGET/FINANCE COMMITTEE MEETS TO RECOMMEND BUDGET CALENDAR FOR FY26/27
02/24/26	BOARD MEETING - FINANCE 26/27 BUDGET CALENDAR APPROVAL
03/02/26	DISCUSS OVERVIEW/DESIGN OF FY26/27 BUDGET AT DEPARTMENT CHAIR MEETING INCLUDING USE OF LONG TERM STRATEGIC PLANNING (LTSP) & LOCAL CONTROL ACCOUNTABILITY (LCAP) WITH DEPARTMENT & PROGRAM PRIORITIES.
03/09/26	RELEASE FY26/27 BUDGET PACKETS
03/09/26-03/23/26	FINANCIAL STAFF AVAILABLE TO HAVE PERIOD BY PERIOD MEETINGS TO ASSIST IN DEVELOPING BUDGET WORKSHEETS. (mandatory meeting w/department chairs)
03/09/26-03/23/26	TEACHERS/STAFF MEET WITH DEPT/PROGRAM HEADS TO BUILD BUDGET REQUESTS. **PLEASE BRING YOUR PRELIMINARY BUDGET TO THE MARCH CURRICULUM COUNCIL MEETING**
03/25/26	PARENT/STAKEHOLDER LCAP/BUDGET MEETING OVERVIEW ***LTSP MEETING DATE
03/09/26	BUDGET/FINANCE COMMITTEE RECOMMENDS THE TECH 1:1 DEVICE BUDGET FOR 26/27
03/17/26	BOARD APPROVAL OF THE TECH 1:1 DEVICE BUDGET FOR 26/27 RECOMMENDED BY BUDGET/FINANCE COMMITTEE
3/23/26-4/6/26	DEPARTMENT/PROGRAM HEADS MEET WITH ADMINISTRATORS TO PRIORITIZE BUDGET AND COMPLETE FOR SUBMISSION TO BUSINESS OFFICE. REVIEW GOALS & PREPARE A RECOMMENDED PRIORITY LIST RANKING. **ADMIN RECOMMENDS MEETING WITH YOUR DEPT CHAIR TO FINALIZE ANY CHANGES. **ALL CHANGES END BY 4/6.**
04/10/26	Budget due to finance office
04/24/26	FINANCE OFFICE COMPILES BUDGET REQUESTS/RECOMMENDATIONS & ORGANIZES FOR STAKEHOLDER INPUT, INCLUDING LCAP & LTSP.
04/30/26	LTSP COMMITTEE RECEIVES FY26/27 BUDGETS FOR VETTING AGAINST LTSP & LCAP PRIORITY NEEDS IDENTIFIED BY STAKEHOLDERS (DEPT/PROGRAM CHAIRS ATTEND).
05/07/26	FINANCE OFFICE COMPILES STAKEHOLDER GROUP'S PRELIMINARY RECOMMENDATIONS & CREATES FILES FOR REGULAR MAY BUDGET & FINANCE MEETING. REPORTS BACK TO DEPARTMENT/PROGRAM CHAIRS AS TO STAKEHOLDER GROUPS RECOMMENDATIONS..
05/11/26	FINANCE OFFICE COMPILES ADDITIONAL B&F COMMITTEE/ADMIN FEEDBACK FOR FY26/27 BUDGET; RECEIVE AND UTILIZE INFORMATION TO INCLUDE IN BUDGET FROM FY26/27 INFORMATION CONTAINED IN STATE'S MAY REVISE.
05/11/26	BUDGET/FINANCE APPROVES RECOMMENDS IMA/TEXTBOOK BUDGET FOR BOARD APPROVAL
05/19/26	BOARD MEETING - IMA, TECH & TEXTBOOK BUDGET APPROVAL
05/19/26	BOARD APPROVAL OF TEXTBOOK/IMA BUDGET RECOMMENDED BY B&F COMMITTEE
05/27/26	2 FULL DAYS BUDGET/FINANCE MEETING TO DISCUSS/RECOMMEND FY26/27 BUDGET
06/09/26	FY26/27 BUDGET SUBMITTED TO BOARD OF TRUSTEES FOR REVIEW & APPROVAL
06/15/26-6/29/2026	APPROVED BUDGET DETAILS SENT TO DEPT/PROGRAM HEADS FOR REVIEW/DISCUSSION WITH DESIGNATED ADMINISTRATORS.

April 6th - IMA/Textbook Purchase cut off

Draft budget presented

Coversheet

UTLA-PCHS

Section: XII. Collective Bargaining Proposals
Item: A. UTLA-PCHS
Purpose: FYI
Submitted by:
Related Material: UTLA - PCHS Initial Proposal Successor.pdf



Sent Via Email to pmagee@palihigh.org.

February 2, 2026

Dr. Pam Magee, Executive Director/Principal
Palisades Charter High School
15777 Bowdoin St.
Pacific Palisades, CA 90272

OFFICERS

Cecily Myart-Cruz
President

Georgia Flowers Lee
UTLA/NEA Vice President

Julie Van Winkle
UTLA/AFT Vice President

Maria Miranda
Elementary Vice President

Alex Orozco
Secondary Vice President

Gloria Martinez
Treasurer

Jennifer McAfee
Secretary

Cheryl Coney
Executive Director

Re: Public Disclosure of UTLA's Initial Proposals for Negotiations

Dear Dr. Magee,

United Teachers Los Angeles (UTLA) submits this description of topics we wish to negotiate, fulfilling the requirements of the sunshining provisions of the Educational Employment Relations Act (EERA) (California Government Code, Sections 3540 et. seq.) and initiating the negotiations of a full successor collective bargaining agreement between Palisades Charter High School (Pali) and UTLA. Please include this item in the agenda of your next board meeting.

It is the intent of UTLA to negotiate an agreement that will continue to serve the best interests all Pali students, parents, the community, and the dedicated educators and professional staff of Pali.

UTLA intends to negotiate the following Articles:

Article IX: Hours, Duties, and Work Year

Article XII: Assignments

Article XV: Salaries and Stipends

Article XVIII: Class Size

Article XX: Safety Conditions

Article XXI: Student Discipline, Legal Support, Property Loss

Article XXV: Term and Renegotiation

UTLA intends to propose an additional Article:

Article XXVI: Employee-Relations Investigations

In addition, UTLA reserves the right to include additional articles at a later date, in accordance with the Educational Employment Relations Act.





A request for information will be sent to you at a later date.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Marucut".

Jill Marucut
Lead Charter Schools Organizer
United Teachers Los Angeles
Cell Phone: 213-399-0334
jill.marucut@utla.net

CC: Steve Klima
Dave Suarez
Kimberly Theard

OFFICERS

Cecily Myart-Cruz
President

Georgia Flowers Lee
UTLA/NEA Vice President

Julie Van Winkle
UTLA/AFT Vice President

Maria Miranda
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Gloria Martinez
Treasurer

Jennifer McAfee
Secretary

Cheryl Coney
Executive Director



Coversheet

PCHS

Section: XII. Collective Bargaining Proposals
Item: B. PCHS
Purpose: FYI
Submitted by:
Related Material: Initial Proposal to UTLA_02_24_2026.pdf

INITIAL PROPOSAL
OF THE
PALISADES CHARTER HIGH SCHOOL
TO UNITED TEACHERS LOS ANGELES-PCHS

February 24, 2026

The Palisades Charter High School presents the following initial proposal to UTLA-PCHS for upcoming successor agreement negotiations for the 2026-2027 school year.

PCHS looks forward to productive, collaborative negotiations ending in amendments to the collective bargaining agreement serving the best interests of students, staff, parents and the community, on the following topics:

1. Article IX: Hours, Duties, and Work Year
2. Article XI: Assignments
3. Article XII: Leaves
4. Article XIII: Seniority, Probationary Contracts and Layoff
5. Article XIV: Salaries and Stipends
6. Article XVI: Health and Welfare Benefits
7. Article XIX: Summer School
8. Article XXIV: Term and Renegotiation

Coversheet

Finance Items: School Organized Conferences/Trips

Section: XIII. Consent Agenda
Item: A. Finance Items: School Organized Conferences/Trips
Purpose: Vote
Submitted by:
Related Material: DECA School Trip Request 02_24_2026.pdf

Submit by Email

Print Form

Palisades Charter High School
REQUEST FOR APPROVAL OF SCHOOL-ORGANIZED TRIP FOR STUDENTS

Check the appropriate box: Field Trip School Journey Curricular Trip Athletic Trip
 Curricular Buss Tour OTHER (Describe) _____

Name of School: Palisades Charter High School Employee Supervising trip: Kolavo/Carini/TBD Certified _____
 Telephone Number: (310) 230-6623 Non-Cert. _____
 Grade levels (Circle) 9 10 11 12 OTHER _____

1. Destination Anaheim Marriott Are admission fees charged? Yes _____ No _____
2. Dates of Trips 2/26-3/1 3. Number of Students 112 Number of adults 7
4. Name and employee number of employee who will go on trip: Brad Kolavo, David Carini
5. Substitute required? Yes _____ No _____ How Many? 2 Source of funds CTE
6. Time schedule required by school: Leave School Feb 26th at lunch Arrive destination Feb 26th by 3pm
 Leave destination March 1st 10:30am Return school March 1st 12pm
7. Duration of trip: Less than one day ___ One day _____ Overnight _____ (if overnight, how many days?) 3
8. Method of transportation: School bus (indicate number required) _____ Walking _____ Automobile _____
 Public Carrier: airplane _____ boat _____ bus _____ train _____ other _____ (explain) _____
American Transportation
9. Brief description of educational benefit to be derived from this activity. Please state specifically as an instructional objective (not required for athletic trips of Youth Services Activities) The students will attend and compete in the 2026 California DECA State Career Development Conference
10. Source of funds for trip _____

NOTE: It is illegal to charge students or parents for participation in any activity for which ADA will be taken.

11. Have the locations of the nearest emergency facilities been obtained? Yes _____ No _____
12. Have forms for parent's or guardian's permission been obtained? Yes _____ No _____
13. If hiking or camping activity:
 - a. Have the ranger, sheriff, police or other emergency personnel been notified of intent to be in the area?
 Yes _____ No _____
 - b. Has the area been checked for potential hazards? Yes _____ No _____
 - c. Has the School Police Department been notified of the trip? Yes _____ No _____

APPROVALS:
 Principal or Asst. Principal _____ Date: _____
 Board of Trustees* _____ Date: _____

* ONLY TRIPS INVOLVING SITES NOT ON APPROVED LIST MUST BE PROCESSED THROUGH THE PALISADES CHARTER HIGH SCHOOL BOARD OF TRUSTEES.

Coversheet

Personnel Items

Section: XIII. Consent Agenda
Item: B. Personnel Items
Purpose: Vote
Submitted by:
Related Material: Consent Agenda_HR Items 02_24_2026.pdf



PCHS BOARD CONSENT AGENDA: PERSONNEL ITEMS
February 24, 2026

Approve/Ratify Certificated Employment

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Barkley, Allison	Substitute Teacher	2/2/26
Arnold, Daniel	Substitute Teacher	2/2/26

Approve/Ratify Classified Employment

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Ma, Vincent	JV Tennis Coach	added 1/21/26
Amis, Morgan	Swim Coach	added 1/22/26
Lukasiak, Michael	Lifeguard	added 1/28/26
Basurto, Kevin	Lifeguard	added 1/28/26
Grant (Debose), Charles	Baseball Coach	added 1/30/26
Marshall, Ethan	Volleyball Coach	added 2/6/26
Pryor, Marc	Lifeguard	added 2/17/26
Grant, Owen	Lifeguard	added 2/17/26
Hayes, Patrick	Football Coach	added 2/17/26
Butler, Aaron	Football Coach	added 2/17/26

Approve/Ratify Retirement/Resignation/Termination

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Sanchez, Gilbert	Seasonal JV Coach	1/9/26
Strohman, Jennifer	School Psy	1/20/26
Ryan, Danielle	Special Education Teacher	6/4/26

Coversheet

Resolution Re: Non-Reelection of Probationary Employees 25-26

Section: XVII. Additional HR Items
Item: A. Resolution Re: Non-Reelection of Probationary Employees 25-26
Purpose: Vote
Submitted by:
Related Material: Resolution Re Nonreelection of Probationary Employees 25-26.pdf

**BEFORE THE BOARD OF TRUSTEES
OF PALISADES CHARTER HIGH SCHOOL
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

**RESOLUTION TO NON-REELECT AND RELEASE FROM
EMPLOYMENT CERTIFICATED PROBATIONARY EMPLOYEES**

WHEREAS, pursuant to Education Code Section 44929.21(b), the Board is required to notify probationary employees on or before March 15 of the employee's second complete consecutive school year of employment of its decision to not reelect the employee for the next succeeding school year; and

WHEREAS, the following employees have been employed by this District in positions requiring certification qualifications, and are in their first or second year of probationary service:

Employee Number

1. 1010
2. 1036
3. 1057

WHEREAS, the performance of each of the above-named employees during his/her probationary period has not been sufficient to warrant the continuation of his/her probationary status or sufficient to warrant the granting of tenure; and

WHEREAS, it is the Board's intent to not reelect the above-named employees for the subsequent school year, 2026-2027, pursuant to Education Code Section 44929.21(b);

WHEREAS, the decision to non-reelect the above-named employees has been made on an individualized basis.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Board has determined that it is necessary at this time to give notice to above-named employees that *he/she/they* will not be reelected for the subsequent school year for the reasons set forth above; and
2. That the CEO/Principal or designee, is directed to issue to the above-named employees the notice described in Section 44929.21(b) prior to March 15, 2026, informing above-named employees that *he/she/they* will not be reemployed for the 2025-2026 school year; and
3. That the CEO/Principal or designee is authorized to take such further and additional actions as are necessary and appropriate to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Trustees of the Palisades Charter High School on the 24th day of February 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees of the
Palisades Charter High School

I, _____, Clerk of the Board of Trustees of the Palisades Charter High School, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its regular meeting held on February 24, 2026.

Clerk, Board of Trustees of the
Palisades Charter High School

AGENDA ITEM AND REPORTING OUT STATEMENT

CLOSED SESSION AGENDA ITEM:

Public Employee Discipline/Dismissal/Release

REPORTING OUT STATEMENT (PROBATIONARY NONREELECTION):

In closed session, the Board took action to issue notices of non-reelection to probationary certificated employee(s), identified by Employee ##s 1010, 1191 and 1057 pursuant to Education Code Section 44929.21(b), effective at the end of the 2024-2025 school year, and directed the Executive Director/Principal or designee to send out appropriate legal notices.

Coversheet

Resolution Re: Release of Classified Employees 25-26

Section: XVII. Additional HR Items
Item: B. Resolution Re: Release of Classified Employees 25-26
Purpose: Vote
Submitted by:
Related Material: Resolution Re Release of Classified Employees 25-26.pdf

**BEFORE THE BOARD OF TRUSTEES
OF PALISADES CHARTER HIGH SCHOOL
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

**RESOLUTION TO RELEASE FROM EMPLOYMENT CLASSIFIED
EMPLOYEES**

WHEREAS, pursuant to Education Code Section 45117, before a classified employee is given notice by the governing board of a school district that the employee’s services will not be required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent’s designee, or, in the case of a school district that has no superintendent, by the clerk or secretary of the governing board of the school district, that it has been recommended that the notice be given to the employee, stating the reasons that the employee’s services will not be required for the ensuing year, and informing the employee of the employee’s displacement rights, if any, and reemployment rights. Notwithstanding the other requirements of this code respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights EC 45117 (g). **WHEREAS**, the following employees have been employed by this District due to financial constraints, declining enrollment, or the reduction/discontinuation of specific services:

Employee Numbers

- | | | | |
|----|------|-----|------|
| 1. | 1040 | 7. | 1078 |
| 2. | 1173 | 8. | 1134 |
| 3. | 1178 | 9. | 1075 |
| 4. | 1183 | 10. | 1097 |
| 5. | 1205 | 11. | 1171 |
| 6. | 1193 | 12. | 1013 |

WHEREAS, it is the Board’s intent to release the above-named employees for the subsequent school year, 2026-2027, pursuant to Education Code Section 45117 (g);

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Board has determined that it is necessary at this time to give notice to above-named employees that *he/she/they* will not be reelected for the subsequent school year for the reasons set forth above; and

2. That the CEO/Principal or designee, is directed to issue to the above-named employees the notice described in Section 445117 (g); shall be given written notice not less than 60 days prior to the effective date of their layoff, informing above-named employees that *he/she/they* will not be reemployed for the 2026-2027 school year; and
3. That the CEO/Principal or designee is authorized to take such further and additional actions as are necessary and appropriate to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Trustees of the Palisades Charter High School on the 24th day of February, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees of the
Palisades Charter High School

I, _____, Clerk of the Board of Trustees of the Palisades Charter High School, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its regular meeting held on February 24, 2026.

Clerk, Board of Trustees of the
Palisades Charter High School

AGENDA ITEM AND REPORTING OUT STATEMENT

CLOSED SESSION AGENDA ITEM:

Public Employee Discipline/Dismissal/Release

REPORTING OUT STATEMENT (CLASSIFIED LAYOFFS):

In closed session, the Board took action to issue layoff notices to employees whose positions will be eliminated as a result of the positions which no longer align with current operational or fiscal needs. Employee(s), identified by Employee #s 1040, 1073, 1178, 1183, 1205, 1193, 1078, 1134, 1075, 1097 and 1171 will be released pursuant to Education Code Section EC 45117 (g), effective at the end of the 2025-2026 school year, and the board directed the Executive Director/Principal or designee to send out appropriate legal notices.

Coversheet

Resolution Re: Release of Temporary Employees 25-26

Section: XVII. Additional HR Items
Item: C. Resolution Re: Release of Temporary Employees 25-26
Purpose: Vote
Submitted by:
Related Material: Resolution Re Release of Temporary Employees 25-26.pdf

**BEFORE THE BOARD OF TRUSTEES
OF PALISADES CHARTER HIGH SCHOOL
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

**RESOLUTION TO RELEASE FROM EMPLOYMENT CERTIFICATED
TEMPORARY EMPLOYEES**

WHEREAS, pursuant to Education Code Section 44954(b), the Board may notify temporary employees on or before the end of the school year of its decision to release the employee at the end of the school year; and

WHEREAS, the following employees have been employed by Palisades Charter High School in positions requiring certification qualifications, and are temporary employees:

Employee Number

- | | | | |
|----|------|----|------|
| 1. | 1124 | 3. | 1244 |
| 2. | 1023 | 4. | 1125 |

WHEREAS, it is the Board’s intent to release the above-named employees for the subsequent school year, 2026-2027, pursuant to Education Code Section 44954(b).

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Board has determined that it is necessary at this time to give notice to above-named employees that they will be released from employment and not be employed for the subsequent school year; and
2. That the Executive Director/Principal or designee, is directed to issue to the above-named employees a notice prior to the end of the current school year informing above-named employees that they will not be released and not reemployed for the 2026-2027 school year; and
3. That the Executive Director/Principal or designee is authorized to take such further and additional actions as are necessary and appropriate to accomplish the purposes of this Resolution.

The foregoing Resolution was adopted by the Board of Trustees of the Palisades Charter High School on the 24th day of February 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees of the
Palisades Charter High School

I, _____, Clerk of the Board of Trustees of the Palisades Charter High School, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its regular meeting held on February 24, 2026.

Clerk, Board of Trustees of the
Palisades Charter High School

AGENDA ITEM AND REPORTING OUT STATEMENT

CLOSED SESSION AGENDA ITEM:

Public Employee Discipline/Dismissal/Release

REPORTING OUT STATEMENT (PROBATIONARY NONREELECTION):

In closed session, the Board took action to issue notices of release to temporary certificated employee(s), identified by Employee #s 1023, 1125, 1244, and 1124 pursuant to Education Code Section 44954(b), effective at the end of the 2025-2026 school year, and directed the Executive Director/Principal or designee to send out appropriate legal notices.