

**AGREEMENT TO AMEND CHARTER TO INCORPORATE
LAUSD BOARD-APPROVED DISTRICT REQUIRED LANGUAGE
PALISADES CHARTER HIGH**

INTRODUCTION

This Agreement to Amend Charter to Incorporate LAUSD Board-Approved District Required Language (“Agreement”) is made between the Los Angeles Unified School District (“LAUSD” or “District”), a California public school district, and Palisades Charter High School, a California non-profit corporation, operating a California public charter school known as Palisades Charter High (“Charter School”). The District and Charter School are sometimes referred to herein as the “Parties” and/or individually as a “Party.”

This Agreement is to be read in conjunction with and shall expressly revise the existing charter of Charter School, which was most recently approved, renewed or materially revised by the Los Angeles Unified School District Board of Education on or about **June 9, 2015** (“Charter”). The effective date of this Agreement is the date of the last signature executed by a Party. Should there be a conflict between this Agreement and the existing charter of the Charter School, this Agreement shall control.

RECITALS

A. WHEREAS, on April 3, 2018, the LAUSD Board of Education, in a public meeting, approved the “District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions” (“DRL”);

B. WHEREAS, also on April 3, 2018, the LAUSD Board of Education approved authorized District staff to administratively amend the charters for District-authorized independent charter schools that do not currently have the DRL, which includes the Charter for Charter School, with mutual consent of the Parties;

C. WHEREAS, each District-authorized independent charter school’s charter currently includes a version of District required language (either the DRL or otherwise) that was current at the time of that charter’s approval. District required language contains, in part, required provisions pursuant to the Charter Schools Act and other applicable statutes; the Modified Consent Decree and provision of special education services; recent legislation that applies to charter schools; applicable District policies; and procedures and requirements related to health and safety, insurance and indemnification, closure, and school sites/facilities;

D. WHEREAS, while each District-authorized independent charter school’s charter term is for a period of time as set forth in its charter (potentially up to five years), the District required language therein may be revised as federal laws, state laws, and District policies change over time;

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E. WHEREAS, the DRL is intended to, among other things, provide additional transparency to all stakeholders, including parents, community members and other entities, about the responsibilities of the District as the authorizer and the accountabilities of the Charter School as the provider of public school education; and

F. WHEREAS, Parties desire to amend the Charter, pursuant to Education Code sections 47607(a) and 47607(b), by replacing the existing District required language therein with the DRL, subject to and as noted below.

NOW, THEREFORE, in consideration of the foregoing recitals, in reliance upon the foregoing representations, and the covenants and agreements set forth herein, the Parties hereby acknowledge the adequacy of the consideration given for this Agreement and, notwithstanding any provision to the contrary set forth in the Charter, the Parties hereto expressly agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Introduction and Recitals.** The Introduction and Recitals sections set forth above are incorporated into the Terms and Conditions portion of this Agreement.
2. **The DRL:** Except as set forth in Paragraph 3 herein below, the Charter is hereby amended, whereby all existing District required language is stricken and replaced with the DRL attached hereto as Exhibit “A” which is incorporated herein by reference.
3. **Dispute Resolution Process:** All provisions, including, but not limited to, the terms, procedures, and timelines, set forth in Element 14 (entitled, “Mandatory Dispute Resolution”) existing in the Charter on the date a Dispute (as that term is defined therein) is initiated by a Party shall be applicable and remain in full force and effect from the initiation of the Dispute through its final conclusion. As an example, if a Party initiated a Dispute on April 15, 2018, the provisions of Element 14 existing in the Charter as of April 15, 2018 (not the DRL) would govern the entire mandatory dispute process for the Parties, even if this Agreement is executed prior to the final conclusion of the Dispute.
4. **Public School Choice Resolution Charter Schools:** Independent charter schools that are part of the District’s Public School Choice (“PSC”) Resolution program have additional PSC-related provisions. The PSC-related provisions will remain in effect.
5. All other provisions of the Charter shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

DATED: _____
Month/Day/Year

PALISADES CHARTER HIGH
("Charter School")

By: _____
Title: _____
Authorized Representative

DATED: _____
Month/Day/Year

LOS ANGELES UNIFIED SCHOOL DISTRICT
("District")

By: _____
Title: _____
Authorized Representative