

**PCHS Financials**

**Profit & Loss Statement**  
 2011-2012 Budget Updates With  
 2012-2013 Best/Worst Case Scenarios

	2011-2012		2012-2013		COMMENTS
	BOARD APPROVED 06/21/11	Updated Projection 3/29/12	Potential Budget Cuts- Best Case	Potential Budget Cuts worse Case	
	\$ 6,116	\$ 6,093	6,133	\$ (366) \$ 5,727	6.6% Maximum Cut Proposed for 2012/2013
ADA	2,747.0	2,763.4	2,769.4	2,769.4	ADA levels updated for Revised Month 7 P-2 Funding
<b>Revenue:</b>					
Revenue Limit Sources	13,012,759	13,147,980	13,077,328	12,177,273	Distance Learning to add net \$100,000 funding
Federal Revenues	1,345,406	1,240,641	1,257,765	1,257,765	
Other State Revenues	3,798,222	3,662,447	3,615,990	3,615,990	Lower TIIG Funding for one less class 2012/2013
Other Local Revenues	5,116,011	5,100,860	5,198,070	5,198,070	
Total Revenues	23,272,398	23,151,929	23,149,154	22,249,099	Change in Funding under both 2012/12 Funding Scenarios
			(2,775)	(902,830)	
<b>Expenses:</b>					
Certificated salaries	10,198,731	9,956,721	10,081,721	9,545,982	Reductions in Auxiliaries/Program Reviews/Furlough Days(Negotiable)/Other Efficiencies/Add Step/Column
- School Administrative	595,737	589,490	589,490	589,490	
Classified Salaries	2,471,783	2,511,985	2,489,534	2,407,566	Reductions for Salary efficiencies/O.T./Furlough Days (Negotiable)/Add Step Column & Settlement for 11/12
- Administrative	295,239	222,459	301,250	301,250	Open Postions partial 2011/2012/Filled 2012/2013
Total employee benefits	4,480,858	4,416,709	4,517,646	4,517,646	5% Health Bnefit increase included
Total Salary & Benefits	18,042,349	17,697,364	17,979,640	17,361,934	
Books and supplies	1,557,252	1,258,189	1,174,294	1,031,938	Updated 2011/2012 Projections for Textbooks/IMA based upon 03/29/12 levels of spending
Services & other operating expenses	2,652,600	3,017,841	2,947,841	2,947,841	Lowered Operational Costs w/LAUSD (\$50k), Legal Savings (\$20k)
Capital Outlays	150,100	150,100	295,100	295,100	High Priority Tech needs addressed
Facility use fee to LAUSD	449,618	179,018	178,579	167,895	Continued 1% Oversight Fee from LAUSD
Subtotal-Operating Expenses	22,851,920	22,302,511	22,575,454	21,804,708	
Debt service	96,267	102,487	82,487	82,487	
Principal repayment	324,194	336,230	356,230	356,230	
Total debt service	420,462	438,718	438,718	438,718	
Total Expenses	23,272,381	22,741,229	23,014,172	22,243,425	
Net General Fund Addition/(Reduction)	\$ 17	\$ 410,700	\$ 134,982	\$ 5,674	

**PALISADES CHARTER HIGH SCHOOL  
2011-2012 Budget Updates 2012-2013 Scenarios**

**PALISADES CHARTER HIGH SCHOOL**

Board of Trustees 2011-2012 Budget	YTD 01/31/12	2011-2012 Updates (04/10/2012)	2012-2013 Best Case	2012-2013 Worst Case	Comments
ADA	5116		\$ 5,101	\$ 5,735	
2,747.0	2,763.4	2,763.4	2,769.4	2,769.4	
29,772	18,849	29,772	29,772	29,772	
28,037	15,412	28,037	28,037	28,037	
	4,899	4,899			
13,012,759	7,151,375	13,090,447	13,077,328	12,177,273	2011/12 Month 7 Enrollment P-2 Funding
(57,809)	0	52,634	0	0	See ADA Funding Levels above(inc. On-line learning ADA est. of 16)
13,012,759	7,190,535	(57,809)	(57,809)	(57,809)	Prior Year Adjustment Coordinated w/ GP P/Y
		13,147,980	13,077,328	12,177,273	
<b>Federal Revenues</b>					
NCLB:T1,Basic School Support	79,989	250,276	250,276	250,276	
NCLB: ARKA T1,Part A Basic Grts Low-inc & Neglected	0	0	0	0	
194.65 Special Ed: IDEA Basic Local Assistance Entitlement	303,556	537,896	537,896	537,896	
Special Ed: IDEA P/Y Adj	0	0	0	0	
<b>Federal Stimulus Funding/Federal Jobs</b>					
NCLB:T11,Teacher Quality	11,717	11,717	11,717	11,717	Updated Funding 12/11
NCLB:T11,Enhancing Ed Thru Tech,Formula Grts	2,300	2,300	2,300	2,300	
NCLB:TV,Innovative Ed Strategies	0	0	0	0	
NCLB:T11,1td English Prof (LEP)	11,886	10,353	10,353	10,353	
Child Nutrition Program	534,926	428,100	445,224	445,224	4% Projected Growth of Cafeteria Meals-12/13
1,345,465	535,306	1,240,841	1,257,765	1,257,765	
<b>Other State Revenues</b>					
385 Charter School Categorical block Grant- Current Year	760,882	1,063,909	1,107,760	1,107,760	Block goes back to \$400 from \$385 2012/2013
Charter School Categorical block Grant- P/Y adjustments	617	617			
Economic Impact Aid (EIA)	92,667	252,986	252,986	252,986	Similar Funding
State Lottery,Non Prop 20 - Current Year	26,428	306,737	306,737	306,737	
State Lottery,Non Prop 20 - P/Y adjustments	0	0	0	0	
Child Nutrition: School Programs	12,879	47,258	48,149	49,149	4% Increase-2012/2013
Mandated Costs Reimbursement	0	0	0	0	
State Lottery,Prop 20 Instructional Materials-Current Year	1,050	48,073	48,073	48,073	
State Lottery,Prop 20 Instructional Materials-P/Y adjustments	9,931	9,931	0	0	
Special Education-	857,602	1,503,400	1,503,400	1,503,400	Decrease in 2011-2012 Funding from Projected Amounts
Special Education- P/Y adjustments	0	0	0	0	
Targeted Instructional Improvement Block Grant (TIIBG)	0	0	0	0	50% TIIG Funding 2012/2013
Arts and Music Block Grant	217,734	163,301	81,650	81,650	
Supplemental School Counseling Program	36,286	36,286	36,286	36,286	
<b>All other State Revenues:</b>					
CAHSEE intensive instruction	147,486	147,486	147,486	147,486	
Beg. Teachers Salary (BTSa)	21,747	23,922	23,922	23,922	
Student ID	0	0	0	0	
Summer School Reclassification	722	722	722	722	
57,809	57,809	57,809	57,809	57,809	
3,785,222	1,884,850	3,682,447	3,615,990	3,615,990	

**PALISADES CHARTER HIGH SCHOOL  
2011-2012 Budget Updates 2012-2013 Scenarios**

**PALISADES CHARTER HIGH SCHOOL**

**Other Local Revenues**

Board of Trustees 2014-2012 Budget	YTD 01/31/12	2011-2012 Updates (04/10/2012)	2012-2013 Best Case	2012-2013 Worst Case	Comments
164,716	101,177	223,408	232,345	232,345	
804,744	410,705	734,270	804,270	804,270	4% Sales Increase
58,656	8,656	42,675	42,675	42,675	Higher estimates for 2012/2013-\$80,000
3,787,893	2,174,035	3,810,508	3,818,781	3,818,781	
300,000	150,255	300,000	300,000	300,000	Prior Year Adjustment Coordinated w/ GP PY
5,116,011	2,844,528	5,100,860	5,198,070	5,198,070	
23,272,398	12,455,519	23,151,929	23,149,154	22,249,099	
23,272,398	12,455,519	23,151,929	23,149,154	22,249,099	

**Total Revenue**

Less: Loan Proceeds  
**ADJUSTED REVENUE Loan Proceeds**

**Certificated Salaries**

Teachers	4,000,358	9,141,374	9,141,374	9,141,374	
School Admin	286,724	589,490	589,490	589,490	
Librarians	98,478	102,020	102,020	102,020	
Guidance/Welfare	562,464	535,665	535,665	535,665	
Physical/Mental	160,955	177,662	177,662	177,662	
Impact of Furlough/ Step and Column	300,000	125,000	125,000	125,000	
Salary Options	83,168	-	-	(535,739)	Auxiliaries/Program Analysis/Efficiencies/Furlough Days (Negotiable)
	10,793,359	10,546,212	10,971,211	10,135,772	

**Classified Salaries**

Inst'l Aides	251,153	610,945	610,945	610,945	
Admin. Sal	103,755	222,459	301,250	301,250	Full Year Salaries for 2 partial positions
Clerical/Office	1,074,968	1,165,032	1,165,032	1,165,032	
Maint./Oper	31,000	34,837	17,419	17,419	30% Reduce 2012/2013/60% if worse case
Food Services	175,256	36,114	36,114	36,114	
Other Classified	563,750	628,057	628,057	628,057	
Impact of Furlough/ Step and Column	65,000	37,000	25,000	25,000	Salary Negotiations settlement 2011/2012
Salary Options	(18,430)	0	0	(75,000)	Salary Efficiencies/Overtime Reductions/Furlough Days(Negotiable)
	2,767,023	2,734,444	2,790,784	2,708,816	
	13,561,491	5,853,896	13,461,995	12,844,288	

**Classified Salaries**

**Employee Benefits**

STRS - Certificated	378,539	833,289	833,289	833,289	
PERS - Classified	91,929	247,777	247,777	247,777	
OASDI Regular - Certificated	2,957	4,500	4,500	4,500	
OASDI Regular - Classified	70,091	159,889	159,889	159,889	
OASDI Medicare - Certificated	67,344	144,629	144,629	144,629	
OASDI Medicare - Classified	16,990	40,093	40,093	40,093	
Health & Welfare Benefits - Certificated	796,130	1,413,630	1,484,311	1,484,311	5% Medical Increase Estimated
Health & Welfare Benefits - Classified	621,425	635,365	635,365	635,365	5% Medical Increase Estimated
Unemployment Insurance - Certificated	21,235	21,235	21,235	21,235	64%
Unemployment Insurance - Classified	11,789	11,789	11,789	11,789	5,483
Workers' Compensation - Certificated	128,336	185,180	185,180	185,180	
Workers' Compensation - Classified	59,938	70,241	70,241	70,241	
Other Employment Benefits - Certificated	35,401	483,000	483,000	483,000	Total Work Comp Up \$30k from Budgeted Amount
Other Employment Benefits - Classified	208,000	208,000	208,000	208,000	
	4,480,558	4,416,709	4,517,646	4,517,646	3,044

**Employee Benefits**

**PALISADES CHARTER HIGH SCHOOL  
2011-2012 Budget Updates 2012-2013 Scenarios**

	Board of Trustees 2011-2012 Budget	YTD 01/31/12	2011-2012 Updates (04/10/2012)	2012-2013 Best Case	2012-2013 Worst Case	Comments
<b>Total Salary &amp; Benefits</b>	18,042,349	7,861,144	17,697,364	17,979,640	17,361,934	
<b>Books &amp; Supplies</b>						
Textbooks	43,345	18,357	33,345	95,970	53,914	Meets Textbook Needs Forwarded by Sub-Committee
Instructional Materials	224,595	87,274	130,912	175,912	75,912	Worse Case Scenario - Hold for November Election Results
Other Supplies	92,225	61,188	92,225	92,225	92,225	
Pupil Transportation	980,460	363,341	705,080	513,560	513,560	Updated 02/12 Budget Savings based upon 01/12 Transp. Report
Food Service Supplies	296,627	119,307	296,627	296,627	296,627	
	1,357,252	686,067	1,258,189	1,174,294	1,091,938	
<b>Services, Other Operating Exp</b>						
Personnel Services-Mileage	0	28	150	150	150	
Travel/Conference	25,810	12,573	25,810	25,810	25,810	
Dues/Memberships	17,377	30,827	31,377	31,377	31,377	
Insurance	175,285	139,351	151,656	151,656	151,656	
Operation and Housekeeping Services	377,013	140,652	417,013	417,013	417,013	
Rentals/Leases/Repairs&Noncapitalized Improvements	108,589	83,587	118,589	118,589	118,589	
Consulting Services-LAUSD	1,326,009	542,818	1,421,009	1,351,009	1,351,009	\$50 kLAUSD reduced Consulting/\$29k reduced Legal
Professional Consulting Services& Operating Exp	487,037	602,649	716,736	716,736	716,736	
Communications	135,500	74,377	135,500	135,500	135,500	
	2,652,800	1,526,365	3,017,841	2,947,841	2,947,841	
<b>Services, Other Operating Exp</b>						
<b>Capital Outlay</b>						
Sites & Improvement	0	(2,135)				
Bldgs & Improvement	25,100	2,519	25,100	25,100	25,100	
Equipment-Technology	115,000	87,137	115,000	260,000	260,000	Meets Initial Tech Needs Identified by Sub-Committee
Equipment Replacement	10,000	11,596	10,000	10,000	10,000	
	150,100	99,157	150,100	295,100	295,100	
<b>Capital Outlay</b>						
<b>Other Outgo</b>						
<b>Debt Service: RESTRICTED FUNDS-/Pool</b>						
Interest	95,267	58,521	102,487	82,487	82,487	Lower Interest/Higher Principal pmts
Principal	324,194	182,373	336,230	356,230	356,230	Lower Interest/Higher Principal pmts
Direct Support/Indirect Costs/All Other Financing Uses						
Indirect Cost ( total charter school supervisory oversight fees ont	449,618	104,879	179,018	175,579	167,895	
	23,272,381	10,579,403	22,741,229	23,014,172	22,243,425	1% Current Oversight Fees Used for Funding levels
<b>Operating Addition/(Reduction)</b>	16	1,876,116	410,700	134,982	5,674	
<b>Add: Net Pool Construction Revenue/Expense</b>	0					
<b>Net General Fund Addition/Reduction</b>	16					

**PCHS  
CASH FLOW PROJECTION  
CIVIC CENTER PERMITS**

Year #	2010-2011			2011-2012			2012-2013			
	Operating Profit/Expenses	Permits	Pool (a)	Total	Permits	Pool (a)	Total	Permits	Pool (a)	Total
	<b>Permits Only</b>									
Revenue	\$ 225,427	\$ 299,220	\$ 190,228	\$ 489,447	\$ 744,388	\$ 844,981				
Total Expenses	102,759	\$ 90,512	\$ 187,814	\$ 278,325	\$ 383,512	\$ 395,519				
Profit Contribution to Loan-Civic Center Permits	\$ 122,668	\$ 208,708	\$ 2,414	\$ 211,122	\$ 360,876	\$ 449,463				
Debt Service:										
Track	\$ 104,580			\$ 118,246	\$ 96,267	\$ 96,267				
Pool				\$ 176,180	\$ 324,194	\$ 324,194				
Total Debt Service	\$ 104,580			\$ 294,426	\$ 420,462	\$ 420,462				
Permit Operations Profit (Loss)-Current Year	\$ 18,088			\$ (83,304)	\$ (59,586)	\$ 29,001				
General Fund Construction Loaned To Permit Fund				\$ (65,216) (c)						
Ending Amt. Due To (General Fund)				\$ (550,000)	\$ (674,801)	\$ (645,800)				
Deferred Maintenance:										
Track/Field & Pool	\$ -	\$ 94,118 (e)	\$ 30,000 (d)	\$ 124,118	\$ 124,118	\$ 124,118				
Cumulative				\$ 124,118	\$ 248,235	\$ 372,353				

**ASSUMPTIONS**  
Pool/Permits Revenue to Grow by 5% Annually (2012-2013), 3% annually thereafter  
Expenses Estimated to increase 2.5% Annually

**NOTES:**  
(a)- Eight months of Operation only  
(b)-Rate increase due to Charging of Track/Field to AYSO & Pali Blues-Full Year  
(c)-Net Two Year Loss (2009-2010 & 2010-2011)  
(d)-Pool Deferred Maintenance( Per Pool Architect & Lutra Aquatics UpdatesEstimates) Warranty Yr 1  
(e)-Track/Field Deferred Maint. assumes life of 10 years with replacement cost of \$800,000-Replacing in 2017

PCHS  
CASH FLOW PROJECTION  
CIVIC CENTER PERMITS

Year #	4	5	6	7	8	9	10
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Operating Profit/Expenses	Total	Total	Total	Total	Total	Total	Total
Revenue	\$ 870,331	\$ 896,441	\$ 923,334	\$ 951,034	\$ 979,565	\$ 1,008,952	\$ 1,039,220
Total Expenses	\$ 407,947	\$ 420,812	\$ 434,133	\$ 447,926	\$ 462,212	\$ 477,008	\$ 492,337
Profit Contribution to Loan-Civic Center Permits	\$ 462,384	\$ 475,628	\$ 489,201	\$ 503,108	\$ 517,353	\$ 531,943	\$ 546,883
Debt Service:							
Track	\$10,694	0					
Pool	\$ 308,824	\$ 204,284	\$ 129,613	\$ 129,613	\$ 129,613	\$ 129,613	\$ 64,807
Total Debt Service	\$ 319,517	\$ 204,284	\$ 129,613	\$ 129,613	\$ 129,613	\$ 129,613	\$ 64,807
Permit Operations Profit (Loss)-Current Year	\$ 142,867	\$ 271,344	\$ 359,588	\$ 373,494	\$ 387,740	\$ 402,330	\$ 482,076
General Fund Construction Loaned To Permit Fund							
Ending Amt. Due To (General Fund)	\$ (502,933)	\$ (231,589)	\$ 127,998	\$ 501,492	\$ 889,232	\$ 1,291,562	\$ 1,773,638
Deferred Maintenance:							
Track/Field & Pool	\$ 124,118	\$ 124,118	\$ 124,118	\$ 124,118	\$ 124,118	\$ 124,118	\$ 124,118
Cumulative	\$ 496,471	\$ 620,588	\$ 744,706	\$ 868,824	\$ 992,941	\$ 1,117,059	\$ 1,241,176



## **Palisades Charter High School**

### **CHIEF BUSINESS OFFICER**

**CLASS TITLE:** Under the direction of the Executive Director/Principal, the Chief Business Officer oversees and manages all budget and finance functions and staff.

**REPRESENTATIVE DUTIES:**

**ESSENTIAL DUTIES:**

- Oversees the budget and finance and analysis of budget making decisions.
- Oversees the ASB Funds and manages the Financial Administrator, Financial Manager, Payroll, Purchasing, cafeteria staff, and other finance staff.
- Manages cafeteria services and actively participates in the analysis of and decision-making for operations, maintenance, transportation, human resources and other support services.
- Manages the breakfast and lunch programs.
- Keep current with school funding issues for California Charter Schools.
- Ensures general accounting controls and procedures are in place for general ledger, accounts payable and accounts receivable and payroll.
- Ensures that GASB and GAAP guidelines are being followed.
- Charter liaison with independent charter organizations.
- Member of the Labor Negotiation Team.
- Prepare and present budgets and financial updates to the Board of Trustees.
- Budget preparation and a member of the Budget and Finance Committee.
- Prepares required financial information for the Board and various reporting entities.
- Coordinate annual independent financial audit with outside independent auditors LAUSD staff, Subordinate Administrators, Managers, and Coordinators.
- Participate in strategic planning to increase revenues and cut costs and develop a fundraising infrastructure.
- Develop a feedback mechanism to measure and improve operations.
- Represents PCHS at community events/organizations.

**OTHER DUTIES:**

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Knowledgeable in school funding for California charter schools.  
Experienced with budget preparation and general accounting controls and procedures (general ledger, accounts payable, payroll).  
Familiarity with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) guidelines and applicability to charter schools.  
Comprehensive understanding of financial practices and principles.  
Excellent communication and interpersonal skills.  
Strong organization and time management skills.  
Plan, direct, and coordinate various programs.  
Work effectively with administrators and other school-based stakeholders.  
Health and safety regulations and safe working practices.  
Principles and practices of supervision and training.  
School organization, operations, policies and objectives.  
Record-keeping techniques.  
Correct English usage, grammar, spelling, punctuation and vocabulary.  
Interpersonal skills using tact, patience and courtesy.  
Oral and written communication skills.  
Operation of a computer and assigned software.  
Methods of collecting and organizing data and information.  
Ability to handle multiple projects simultaneously.  
Entrepreneurial spirit.

**ABILITY TO:**

Work independently with little direction.  
Analyze situations accurately and adopt an effective course of action.  
Assure efficient and timely completion of operations related projects and activities.  
Understand and resolve issues, complaints or problems.  
Establish and maintain cooperative and effective working relationships with others.  
Interpret, apply and explain laws, education codes, regulations, policies and procedures.  
Maintain a variety of records and files.  
Meet schedules and timelines.  
Plan, prioritize, organize and schedule work.

**WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

Walking and seeing to inspect school facility.  
Hearing and speaking to exchange information and make presentations.  
Sitting and standing for extended periods of time.  
Bending at waist, kneeling or crouching.  
Reaching overhead, above the shoulders and horizontally.



**LICENSES:**

Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

Bachelor's degree; Graduate degree in business, finance or related field is advantageous.

4+ years in a leadership position.

Experience or strong interest in education.

**SALARY:**

12-month/40 hours a week (exempt position).

Employee Benefits included.

Management Salary Schedule- Chief Business Officer (Range: \$105,000 – \$124,000).



**Palisades Charter High School**

**DIRECTOR OF ACADEMIC PLANNING  
AND GUIDANCE SERVICES**

**CLASS TITLE:**

Under the direction of the Executive Director/Principal, The Director is Academic Planning and Guidance Services is responsible for counseling and guiding all students toward a rigorous common core curriculum that will enable them to be successful in college (including California A-G requirements) or other post-secondary goals.

**REPRESENTATIVE DUTIES:**

**ESSENTIAL DUTIES:**

The Director of Academic Planning and Guidance Services is accountable for providing the depth and breadth of classes for students to optimize their education, career and interests.

Accountable for providing students and their parents with the knowledge and guidance to make sound decisions regarding class selection, career planning, college advisement, and non-classroom based educational opportunities.

Responsible for the building of the Master Schedule that encompasses the skills and abilities of the faculty while meeting the needs and interests of the students.

Oversees the performance and services rendered by the counseling staff.

Assists in developing guidance and counseling immediate and long-range goals to increase student achievement and post secondary opportunities.

Supervises instructional personnel for the purpose of monitoring performance, providing for professional growth and achieving overall objectives of curriculum.

Assist with staff development activities which provide teachers with a variety of instructional strategies designed to meet the needs of students with a wide range of ability.

Participate and assist as needed in the strategic plan process, charter school monitoring, school evaluations, UC A-G course update, AP course audit and other school compliance procedures.

Facilitates communication between personnel, students and/or parents for the purpose of evaluating situations, solving problems and/or resolving conflicts.

Counsels with parents and pupils experiencing learning and behavioral difficulties, and makes referrals where appropriate.

Supervises the evaluation of transcripts and student eligibility to graduate, including the preparation of graduation lists.

Support and promote student achievement and progress toward graduation through student conferences, interventions and school based support systems. Assist in evaluation of student academic performance and provides leadership to improve student achievement.

Coordinates programs of articulation with feeder schools. Oversee the administration of student placement assessments.

Supervise and administer state testing program.

Responsible for the issuance of progress reports, report cards, grade appeals, and transcripts.

Develops and maintains positive communication with students, parents, teachers, and the community.

Be visible and available to students during school hours and at extracurricular activities.

## **KNOWLEDGE AND ABILITIES:**

### **KNOWLEDGE OF:**

Ability to manage budget and personnel.

Ability to interpret policy, procedures, and data.

Strong organizational, communication, public relations, and interpersonal skills

Ability to coordinate campus functions.

Ability to interpret policy, procedures, and data.

Strong organizational, communication, public relations, and interpersonal skills.

Plan, direct, and coordinate various programs and Record-keeping techniques.

Work effectively with administrators and other school-based stakeholders.

Health and safety regulations and safe working practices.

Principles and practices of supervision and training.

School organization, operations, policies and objectives.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Operation of a computer and assigned software.

Methods of collecting and organizing data and information.

### **ABILITY TO:**

Work independently with little direction.

Analyze situations accurately and adopt an effective course of action.

Assure efficient and timely completion of operations related projects and activities.

Understand and resolve issues, complaints or problems.

Establish and maintain cooperative and effective working relationships with others.

Interpret, apply and explain laws, education codes, regulations, policies and procedures.

Maintain a variety of records and files.

Meet schedules and timelines. Plan, prioritize, organize and schedule work.

### **WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

Walking and seeing to inspect school facility.  
Hearing and speaking to exchange information and make presentations.  
Sitting and standing for extended periods of time.  
Bending at waist, kneeling or crouching.  
Reaching overhead, above the shoulders and horizontally.

**LICENSES:**

Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

Bachelors Degree, three years teaching experience.  
Special Education Specialist, Single Subject or Multiple Subject Teaching Credential.  
Administrative Services Credential and Masters Degree required.

**SALARY:**

12-month/40 hours a week (exempt position).  
Employee Benefits included.  
Management Salary Schedule- Director/Assistant Principal (Range: \$98,630 - \$123,045)



## **Palisades Charter High School**

### **DIRECTOR OF ADMISSIONS, ATTENDANCE AND STUDENT WELFARE**

**CLASS TITLE:** Under the direction of the Executive Director/Principal, the Director of Admissions, Attendance and Student Welfare manages attendance, admissions, and compliance.

**REPRESENTATIVE DUTIES:**

**ESSENTIAL DUTIES:**

- Reporting to and working closely with the Executive Director/Principal, direct and administer all facets of the student recruitment and admissions process.
- Oversee student attendance reporting programs.
- Oversee educational compliance such as SARC, WASC, etc.
- Oversee school wide communications related to the student information system.
- Work with the Executive Director/Principal to oversee professional development field trips, accountability, and assessment.
- Work with the Director of Academic Planning and Guidance Services to administer orientation meeting and registration processes.
- Oversee school wide assemblies.
- Serve as the Title 9 Student Compliance Officer – Educational Equity.
- Oversee the Village Nation, Small Learning Communities, and Fuerza Unida.
- Ensure student identification.
- Assure compliance with state and federal mandated student reporting requirements.
- Develop and implement short and long range plans to enhance existing student-focused programs and introduce new programs as needed.
- Oversee the New Student/New Parent Orientations and programs.
- Execute Admissions as outlined in Element 8 of the Charter.
- Assure the health, safety and welfare of students including management of the Student Health Office.
- Oversees Assemblies, Back to School Night, and Showcase Night.
- Attend professional and school conferences as necessary.
- Administrate school wide Attendance Incentive Program.
- Participate on Governance Standing Committee.

Keep school Safety Plan updated and serve as the school's Incident Commander.  
Serve as the Integration officer of the school, keeping compliance with Appendix Q of the Charter.  
Oversee Safe and Drug Free School Program.  
Serves as the PSTA Liaison.

**OTHER DUTIES:**

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Working knowledge of current attendance, admissions programs and technology.  
Working, proficient knowledge of Microsoft Office, SIS or other Student Information Systems, TeleParent, PDA's and other organizational technology aides.  
Clear, current understanding of student discipline programs and remediation.  
Ability to manage budget and personnel.  
Ability to coordinate campus functions.  
Ability to interpret policy, procedures, and data.  
Strong organizational, communication, public relations, and interpersonal skills.  
Plan, direct, and coordinate various programs.  
Work effectively with administrators and other school-based stakeholders.  
Health and safety regulations and safe working practices.  
Principles and practices of supervision and training.  
School organization, operations, policies and objectives.  
Record-keeping techniques.  
Correct English usage, grammar, spelling, punctuation and vocabulary.  
Interpersonal skills using tact, patience and courtesy.  
Oral and written communication skills.  
Operation of a computer and assigned software.  
Methods of collecting and organizing data and information.

**ABILITY TO:**

Work independently with little direction.  
Analyze situations accurately and adopt an effective course of action.  
Assure efficient and timely completion of operations related projects and activities.  
Understand and resolve issues, complaints or problems.  
Establish and maintain cooperative and effective working relationships with others.  
Interpret, apply and explain laws, education codes, regulations, policies and procedures.  
Maintain a variety of records and files.  
Meet schedules and timelines.  
Plan, prioritize, organize and schedule work.

**WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

Walking and seeing to inspect school facility.  
Hearing and speaking to exchange information and make presentations.  
Sitting and standing for extended periods of time.  
Bending at waist, kneeling or crouching.  
Reaching overhead, above the shoulders and horizontally.

**LICENSES:**

Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

Bachelors Degree, three years teaching experience.  
Single Subject or Multiple Subject Teaching Credential.  
Administrative Services Credential and Masters Degree required.

**SALARY:**

12-month/40 hours a week (exempt position).  
Employee Benefits included.  
Management Salary Schedule- Director/Assistant Principal (Range: \$98,630 - \$123,045).



## **Palisades Charter High School**

### **DIRECTOR OF STUDENT ACTIIVITES, ATHLETICS, DISCIPLINE AND SECURITY**

**CLASS TITLE:** Under the direction of the Executive Director/Principal, the Director of Student Activities, Athletics, Discipline and Security shall supervises/manage all aspects of Palisades Charter High School athletics, activities, the Deans, and campus security.

#### **REPRESENTATIVE DUTIES:**

#### **ESSENTIAL DUTIES:**

Reports to and works closely with the Principal, direct and administer all facets of student discipline, activities and athletics.

Supervise Deans, Athletics Director, Security Supervisor, School Police Officer, Dean's office support staff, and coaches.

Oversee student discipline and campus security.

Oversee Student government and Student Leadership Class.

Ensure PCHS continues to be a safe campus.

Ensure broad based student engagement in student activities, clubs, and co-curricular sand athletics. Ensure correct processing and support of opportunity transfers and student identification, expulsions.

Organize, administer and assess the overall program of athletics for Palisades Charter High School.

Attend professional and school conferences.

Work with community on student/community relations and LAUSD Family Liaison

Conduct parent meetings regarding discipline issues.

Oversees Cheerleading, Community Services, and Master Calendar Website.

#### **OTHER DUTIES:**

Perform related duties as assigned.



**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Plan, direct, and coordinate various programs.
- Work effectively with administrators and other school-based stakeholders.
- Health and safety regulations and safe working practices.
- Principles and practices of supervision and training.
- School organization, operations, policies and objectives.
- Record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software.
- Methods of collecting and organizing data and information.

**ABILITY TO:**

- Work independently with little direction.
- Analyze situations accurately and adopt an effective course of action.
- Assure efficient and timely completion of operations related projects and activities.
- Understand and resolve issues, complaints or problems.
- Establish and maintain cooperative and effective working relationships with others.
- Interpret, apply and explain laws, education codes, regulations, policies and procedures.
- Maintain a variety of records and files.
- Meet schedules and timelines.
- Plan, prioritize, organize and schedule work.

**WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

- Walking and seeing to inspect school facility. Bending at waist, kneeling or crouching.
- Hearing and speaking to exchange information and make presentations.
- Sitting and standing for extended periods of time.
- Reaching overhead, above the shoulders and horizontally.

**LICENSES:**

- Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

- Bachelors Degree, three years teaching experience
- Single Subject or Multiple Subject Teaching Credential
- Administrative Services Credential and Masters Degree required.

**SALARY:**

- 12-month/40 hours a week (exempt position).
- Employee Benefits included

Management Salary Schedule- Director/Assistant Principal (Range: 98,630 -123,045)



## **Palisades Charter High School**

### **DIRECTOR OF STUDENT SUPPORT SERVICES**

**BASIC FUNCTION:** Under the direction of the Executive Director/Principal, The primary functions of the Director of Student Support Services include:

**REPRESENTATIVE DUTIES:**

**ESSENTIAL DUTIES:**

- Oversee special education programs to include hiring qualified service providers as required per student IEPs and mediation/due process contracted agreements.
- Supervise Special Education Teachers and Staff.
- Oversee Psychological Services and supervise School Psychologist.
- Oversee compliance with timelines for IEPs.
- Develop contracts as needed for delivery of services.
- Serve as liaison between PCHS and LAUSD regarding Special Education Issues.
- Represent PCHS at mediation/due process hearings.
- Confer with school counselors, attorneys and other staff as required.
- Set up meetings and/or campus tours for parents of incoming special education students.
- Attend Non-Public School IEP meetings, as necessary.
- Oversee Section 504 Coordinator and Compliance and the Study Center.
- Manages English Learner (EL) Compliance and EL Coordinator.
- Oversees the Pyramid of Interventions/RTI in cooperation with the Director of Counseling.

**OTHER DUTIES:**

- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Working knowledge of IDEIA, ADA and Section 504 of Rehab Act.
- Ability to evaluate special education program effectiveness and needs.
- Ability to manage budget and personnel.
- Ability to interpret policy, procedures, and data.
- Strong organizational, communication, public relations, and interpersonal skills.
- Ability to coordinate campus functions.
- Ability to interpret policy, procedures, and data.
- Strong organizational, communication, public relations, and interpersonal skills.

Plan, direct, and coordinate various programs and Record-keeping techniques.  
Work effectively with administrators and other school-based stakeholders.  
Health and safety regulations and safe working practices.  
Principles and practices of supervision and training.  
School organization, operations, policies and objectives.  
Correct English usage, grammar, spelling, punctuation and vocabulary.  
Interpersonal skills using tact, patience and courtesy.  
Oral and written communication skills.  
Operation of a computer and assigned software.  
Methods of collecting and organizing data and information.

**ABILITY TO:**

Work independently with little direction.  
Analyze situations accurately and adopt an effective course of action.  
Assure efficient and timely completion of operations related projects and activities.  
Understand and resolve issues, complaints or problems.  
Establish and maintain cooperative and effective working relationships with others.  
Interpret, apply and explain laws, education codes, regulations, policies and procedures.  
Maintain a variety of records and files.  
Meet schedules and timelines.  
Plan, prioritize, organize and schedule work.

**WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

Walking and seeing to inspect school facility. Bending at waist, kneeling or crouching.  
Hearing and speaking to exchange information and make presentations.  
Sitting and standing for extended periods of time.  
Reaching overhead, above the shoulders and horizontally.

**LICENSES:**

Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

Bachelors Degree, three years teaching experience.  
Special Education Specialist, Single Subject or Multiple Subject Teaching Credential.  
Administrative Services Credential and Masters Degree required.

**SALARY:**

12-month/40 hours a week (exempt position).  
Employee Benefits included.  
Management Salary Schedule- Director/Assistant Principal (Range: \$98,630 - \$123,045)



## **Palisades Charter High School**

### **HUMAN RESOURCES DIRECTOR**

**CLASS TITLE:** Under the direction of the Executive Director/Principal, The Human Resources Director is responsible for Human Resources for Palisades Charter High School.

#### **REPRESENTATIVE DUTIES:**

#### **ESSENTIAL DUTIES:**

Responsible for design and administration of employee benefit programs including: medical, dental, vision, FLEX 125 plan accounts and Wellness Days.

Oversees and is accountable for recruitment and on-boarding of new management, certificated and classified staff.

Manage the candidate sourcing process, including establishing the hiring process and formalizing hiring criteria.

Manage an on-line applicant management system that effectively and efficiently tracks all candidate information.

Attends and participates in contract management meetings with the bargaining units.

Prepares the Human Resources Board of Trustees Update.

Participates and attends the Board of Trustees Meetings.

Guides and manages the employee discipline process.

Manages the Human Resources budget and the human resources assistant.

Responsible for participating in labor negotiations with UTLA and PESPU.

Is accountable for pro-active management of employee issues.

Maintains and oversees the maintenance of personnel files and performance review documents.

Oversees for the performance review process for classified, certificated, and management employees.

Responsible for annual compliance trainings for child abuse and sexual harassment.

Member of the Budget and Finance Committee and Labor Negotiation Team.

Represents PCHS at the South Bay Human Resources Consortium.

Represents PCHS at community events/organizations.

#### **OTHER DUTIES:**

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Excellent communication and interpersonal skills.  
Strong organization and time management skills.  
Plan, direct, and coordinate various programs.  
Work effectively with administrators and other school-based stakeholders.  
Health and safety regulations and safe working practices.  
Principles and practices of supervision and training.  
School organization, operations, policies and objectives.  
Record-keeping techniques.  
Correct English usage, grammar, spelling, punctuation and vocabulary.  
Interpersonal skills using tact, patience and courtesy.  
Oral and written communication skills.  
Operation of a computer and assigned software.  
Methods of collecting and organizing data and information.  
Ability to handle multiple projects simultaneously.  
Entrepreneurial spirit .

**ABILITY TO:**

Work independently with little direction.  
Analyze situations accurately and adopt an effective course of action.  
Assure efficient and timely completion of operations related projects and activities.  
Understand and resolve issues, complaints or problems.  
Establish and maintain cooperative and effective working relationships with others.  
Interpret, apply and explain laws, education codes, regulations, policies and procedures.  
Maintain a variety of records and files.  
Meet schedules and timelines. Plan, prioritize, organize and schedule work.

**WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

Walking and seeing to inspect school facility. Bending at waist, kneeling or crouching.  
Hearing and speaking to exchange information and make presentations.  
Sitting and standing for extended periods of time.  
Reaching overhead, above the shoulders and horizontally.

**LICENSES:**

Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

Bachelors Degree and/or Masters Degree in human resources required.

**SALARY:**

12-month/40 hours a week (exempt position).  
Employee Benefits included.  
Management Salary Schedule- Director/Assistant Principal (Range: \$75,000 - \$90,000).



## **Palisades Charter High School**

### **OPERATIONS MANAGER**

#### **CLASS TITLE: OPERATIONS MANAGER**

#### **BASIC FUNCTION:**

Under the direction of the Executive Director/Principal, the Operations Manager shall oversee all aspects of Palisades Charter High School Technology, plants/facilities, and transportation departments.

#### **REPRESENTATIVE DUTIES:**

##### **ESSENTIAL DUTIES:**

Oversees the Technology department and sound and lighting equipments, ensuring school becomes and remains technologically relevant and current.

Oversee all daily operation of the PCHS facility, including custodial care, grounds, maintenance, routine repairs, distribution and maintenance of lockers, distribution of keys to staff, distribution of staff and sale of student parking permits.

Oversees the maintenance of all athletic facilities including gym, baseball, football, track fields and synthetic turf.

Confers with and directs subordinate staff regarding work schedules, methods, and procedures of work, operational problems and conflicts, staffing requirements and assignments.

Oversee permits, traffic flow, and renting of facilities.

Oversee the PCHS Master Plan Planning Committee.

Oversee PCHS Operations, Facilities and Technology Committee, ensuring compliance with Brown Act, PCHS Charter and Bylaws. Attend and participate in all facilities and operation committee meetings. Develop and implement Site Safety and Emergency Plans ensuring compliance with education and federal and state OSH regulations; train staff, ensure regular school-wide drills and timely EMRT practices to ensure process works smoothly.

Work with closely with Los Angeles Unified school District regarding coordination of facility upgrades and projects, ensuring compliance with appropriate laws and requirements.

Working closely with the Executive Director/Principal to ensure timely completion of grants and other funding requests.

Oversee the printing department and PCHS copy and mail machines, both owned and leased.

Negotiate contracts with vendors and attend Community Relations Forum.

Oversee Transportation, including arranging school buses based on PCHS schedule, ensuring coordination for traveling students and students with special needs. Coordination of buses with the athletic department and teacher field trips.

Analyze and evaluate the effectiveness of plans, policies, programs, new products and conduct training programs.

Develop and streamline traffic and school-wide parking plans.

Analyze and interpret computerized management information reports.

Estimate material and labor costs. Knowledgeable of Budget control procedures.

The Operations Manager is responsible for the day-to-day management of the school's custodial staff and monitors and manages the budget and expenditures of the custodial staff.

Directs the work of subordinate supervisors regarding personnel issues, including hiring, evaluation, training, and disciplinary actions.

Initiates contract requests and inspects and accepts contract work.

**OTHER DUTIES:**

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Comprehensive knowledge of school-wide technology planning and implementation.

Plan, direct, and coordinate various programs.

Work effectively with administrators and other school-based stakeholders.

Policies and objectives of operations management.

Applicable laws, codes, regulations, policies and procedures.

Health and safety regulations and safe working practices.

Principles and practices of supervision and training.

School organization, operations, policies and objectives.

Record-keeping techniques.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Operation of a computer and assigned software.

Methods of collecting and organizing data and information.

Report writing, editing and proofreading.

**ABILITY TO:**

Ability to lead school-wide technology vision.

Knowledgeable of varied project management approaches.

Work independently with little direction.



Compile and verify data and prepare reports.  
Communicate effectively both orally and in writing.  
Analyze situations accurately and adopt an effective course of action.  
Assure efficient and timely completion of operations related projects and activities.  
Understand and resolve issues, complaints or problems.  
Establish and maintain cooperative and effective working relationships with others.  
Interpret, apply and explain laws, education codes, regulations, policies and procedures.  
Maintain a variety of records and files.  
Meet schedules and timelines.  
Plan, prioritize, organize and schedule work.

**WORKING CONDITIONS:**

**PHYSICAL ABILITIES:**

Walking and seeing to inspect school facility.  
Hearing and speaking to exchange information and make presentations.  
Sitting and standing for extended periods of time.  
Bending at waist, kneeling or crouching.  
Reaching overhead, above the shoulders and horizontally.

**LICENSES:**

Valid California Class C driver's license.

**EDUCATION AND EXPERIENCE:**

Bachelors degree in computer information systems, business, engineering, architecture or related subject area required.  
5 years Operations Management experience, at least 2 years in a school setting.  
Administrative Services Credential, Project Management Certificate, MBA, or MA is a plus, but not required.

**SALARY:**

12-month/40 hours a week (exempt position).  
Employee Benefits included.  
Management Salary Schedule – Operations Manager (Range \$65,000 to \$ 85,000).

March 20, 2012

Mr. Chris Lee, Board President  
Palisades Charter High School  
15777 Bowdoin Street  
Pacific Palisades, CA 90272

**Re: Initial Bargaining Proposal**

Dear Mr. Lee:

On behalf of our certificated members, as ascertained by school-wide survey, we hereby submit our initial bargaining proposals for public notice:

- Cost-of-living salary adjustment contingent on funding availability subsequent to the November 2012 election
- Adjustment of the salary payment schedule to a system that provides a paycheck every month of the year or to some other method that ensures a paycheck is issued in each month that hours are worked
- Guarantee of an individual's hourly pay rate for additional assignments (as opposed to a standard "professional" hourly rate)
- Reinstatement of summer planning stipends
- Adjustment of partial-period coverage compensation so that the percentage amount paid to the covering teacher is the same as the percentage amount docked from the covered teacher
- Compensation for PLC and SLC leaders in an appropriate ratio to compensation for Department Chairpersons
- Maintenance of class size averages through the continuance of auxiliary periods
- Clarified language regarding meeting attendance
- Revision of Article XII ("Leaves and Absences") as previously noticed (and for which negotiations already commenced)

We look forward to discussing these issues with you at the previously agreed upon bargaining sessions and we are confident that we will continue to work together to continue our success at Palisades Charter High School.

Yours truly,

*Timothy W. Henderson*

*Stephen Klima*

Timothy W. Henderson and Stephen Klima  
PCHS-UTLA Chapter Chairpersons

C: Roger Scott, UTLA Area Representative

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**INITIAL PROPOSAL**  
**OF THE**  
**PALISADES CHARTER HIGH SCHOOL**  
**TO UNITED TEACHERS LOS ANGELES-PCHS**

April 15, 2012

The Palisades Charter High School (“PCHS”) presents the following initial proposal to United Teachers Los Angeles-PCHS (“UTLA”) for negotiations on a successor contract.

PCHS looks forward to productive, collaborative negotiations and an agreement on the following topics for negotiations:

1. Adjustments in total compensation to address the potential fiscal shortfall.
2. A revised teacher evaluation process with a clearer focus on student progress.
3. A bell schedule that better addresses the needs of PCHS students.
4. Clearer expectations for teachers regarding the posting of assignments and grades on websites and timely feedback to students, as well as ensuring that extra resources for learning will be provided and expectations for all students will be high.
5. Teaching assignments based on student need.
6. Clarified language regarding adjunct duties.
7. A teacher recognition program awarded by administrative recommendation and funded through outside sources.

**PALISADES CHARTER HIGH SCHOOL  
EXECUTIVE DIRECTOR AND PRINCIPAL'S REPORT  
April 19, 2012**

**Showcase/Open House Night**

Pali will host our annual Showcase/Open House Night on April 26 beginning at 6:30pm. The evening will begin with an orientation in the gym featuring Top Dolphin student awards. Teacher representatives will be available in the gym with information about departmental course offerings, student work samples, and course materials. The Visual and Performing Arts department exhibit begins at 7:30pm in Mercer Hall. Student clubs will be selling snacks in the quad throughout the evening.

**Lost Boys of Sudan presentation**

The Human Rights Watch Student Task Force hosted a presentation for Pali students by Alepho, one of the Lost Boys of Sudan. Alepho shared his moving experiences and material from his book, *They Poured Fire on Us from the Sky*. Alepho was one of 27,000 little boys fled Sudan on foot after troops of the oppressive fundamentalist government began attacking Black Christian and animist villages. Their epic journey took them 1,000 miles across Sudan into Ethiopia. Five years later they reached a refugee camp where they began to learn English. Without parents to guide them, they emerged as polite, kind, and capable young men. In 2001 with still no peace in sight, the United States recognized their difficult situation and welcomed 3,800 Lost Boys to the country as refugees.

**WASC update**

The eight-member WASC visitation team convened at Pali on Sunday, April 15 and departed on Wednesday, April 18. The visit began with a tour led by the student ambassadors and a reception at the Maggie Gilbert Aquatic Center. The group analyzed the school self-study report, met with focus groups, observed in classrooms, and drafted their report about the team's observations and findings which was shared with stakeholders during a lunch meeting on Wednesday afternoon. The WASC committee, led by coordinator Wendy Hagan, is to be commended for their dedication to ensuring that Pali was well prepared for this visit.

**Department Updates:****Athletics and Discipline**

Several new systems for gathering feedback have recently been launched. A post-season online survey for parents and athletes and a parent/student athlete concern form are available through our athletics web page. A new parent/student athlete handbook is nearly complete and will also be posted on the website soon.

If you are on campus, check out the new championship banners in the gym.

PCHS began morning tardy sweeps on April 16 to encourage students to get to school and class on time after seeing a steady increase in morning tardiness.

Congratulations to the 2012 Winter Academic Team Award Winners. The students on these teams had the highest combined GPA's in the City!

- Girls Soccer - Palisades Charter HS GPA 3.5
- Girls Water Polo - Palisades Charter HS GPA 3.4
- Wrestling - Palisades Charter HS

### **PCHS/YMCA Center for Social Responsibility community service**

The center is working closely with seniors to assist them in meeting their final service requirements. In addition to the many community service opportunities posted for the students, the center is creating a special set of “fast track” projects designed just for seniors. Through these projects they can complete their hours in a week. Seniors with 10 or fewer hours of community service completed will be called in for individual meetings to get specific instructions on meeting the requirement. The cellphone assigned to the center (310-892-3430) is working and available to students at all times. A new email address has been activated:

[communityservice@palihigh.org](mailto:communityservice@palihigh.org)

### **Counseling Office** (PCHS goal 1 – Improve Student Achievement)

The ASVAB was given on Friday, April 13th. The ASVAB is a multiple-aptitude battery that measures developed abilities and helps predict future academic and occupational success.

Counselors are meeting with 11<sup>th</sup> graders individually to review graduation status/a-g requirements, register for fall semester, and discuss credit recovery options if necessary.

Ten weeks grades were mailed on April 13<sup>th</sup>

The College Center is providing a series of college prep workshops April 12-26:

- Utilizing Family Connect to develop a plan to research college options
- Completing the UC A-G requirements
- Importance of extracurricular activities
- Completing the common application (450 colleges)
- Qualifications for college sports and how to register for NCAA

### **English Learners/ELAC** (PCHS goal 1 – Improve Student Achievement-Emphasis on EL population)

Pali’s English Learner Advisory Committee (ELAC) met on Saturday, April 14.

There are three phases an English learner student progresses through: English as a Second Language (ESL) where student has two EL support classes designed to build academic language in English and the rest general education classes; English Language Learner (ELL) or Limited English Proficient (LEP) where student has one EL support class; and Redesignated Fluent English Proficient (RFEP) where student is fully mainstreamed into general education classes and is exited from the program. There are currently 100 English Learner students at Pali, nine of which are ESL

students. Additionally, PCHS has supports open for all students, including the Study Center where students may obtain tutoring from teachers and/or students. The committee discussed need to build outreach for families to encourage participation.

Actions to date include:

- When Pali EL student subgroup did not meet their target growth, identification of target subgroup was accomplished.
- An Intervention Class was developed and identified students from this subgroup were placed in this class among other struggling students.
- Faculty was informed of school wide need to focus on the English Learner population. Many faculty expressed need for support to serve this population.
- CELDT testing.
- An introductory session was held at the 11/11 *Fuerza Unida* parent meeting for parents of English Learners and a list of parents interested in participating was developed.
- An ELAC Task Force was developed including teachers involved with the EL/Latino population. Teacher professional development resources were identified (LACOE Academic Language Development in Action Online Teacher Academy, West Ed consultant, CSULB Math/Science ELL specialist).
- Began to dialogue with resources. None available for PD in February. LACOE online academy will be pursued.
- Two prior attempts to hold the first ELAC meeting were held (1/12 and 2/12) with poor response.
- EL Coordinator hosts publisher of EL curricular / supplemental materials to review resources.
- Formation of a support class to assist EL students in test taking strategies / academic language contained in standardized tests.
- Special education teachers in the Special Day Program are enrolling in two day professional development targeted at improving instruction for EL students.
- EL Teacher attends EDGE curriculum training.
- EL Coordinator attends meetings regarding EL student services at district office.
- Exploration of alternative means of support for students still developing mastery of academic language (i.e. vertical program where content is taught by teachers with skill in EL support).
- Initiated development of a survey for EL parents to determine most effective ways to encourage parent involvement.

### **Facilities – LAUSD and Measure Q**

On April 9 administrative representatives from each the Palisades charter schools participated in an informational meeting following a thorough facilities assessment conducted by architects representing LAUSD to determine facility needs and potential construction projects to be funded through Measure Q. LAUSD facilities coordinators and architects presented their assessments and sought feedback from schools on priorities and long-range school visions. Allocation of Measure Q funds

will begin in 2014 with projects being initiated in phases as determined by the LAUSD school board. *Information about this process will be presented to Palisades charter school stakeholders on May 1 in Mercer Hall at 4:30pm.*

**Upcoming events:**

April 26 – Showcase/Open House Night 6:30pm

April 27 8:00pm & April 29 3:00pm Theatre Production of *Doctor Faustus* \$7 & \$10

April 28 - Anniversary VAPA Night Sat. 6:30pm - 9:00pm Join us in celebrating 50 years of the arts at Pali

May 1 - LAUSD Measure Q Facilities Planning 4:30pm in Mercer Hall

**PALISADES CHARTER HIGH SCHOOL  
CBO REPORT  
BOARD OF TRUSTEES MEETING  
APRIL 19, 2012**

**2010-2011 Updates**

The PCHS is in the process of completing the IRS Form 990 with our auditors. The draft Tax return has been agendized as Discussion Item VI. D.

**2011-2012 Budget**

Enrollment at the end of Month 7 (123 days of instruction) was 2,841 students (2,851 last month & 2,794 in same period 2010-2011). This enrollment includes 237 students identified with Special Needs, 199 Magnet students, 74 students at Temescal (same as last month) and 97 students designated as English Language Learners. There are 752-9<sup>th</sup> Graders, 701-10<sup>th</sup> Graders, 693-11<sup>th</sup> Graders & 695-12<sup>th</sup> Graders enrolled. Cumulative ADA is 2,763.4 or 96.2 % of enrolled students (2,716.7 & 95.8% for 2010-2011). Budgeted ADA is 2,747. The financial impact of the 16.4 ADA to the 2011-2012 Budget is approximately \$106,000.

PCHS has also been attending the financial advisory group for the LAUSD Special Ed SELPA. We will meet in mid-May (after the May revise) to discuss funding and access to the 10% SELPA Reserve funds.

A small consortium of Charter Business leaders will meet on April 18th to discuss the 2012-2013 annual fee structure between Charters in Los Angeles County and the County Office of Education.

PCHS is in the process of updating the Actuarial Results of the Lifetime Retirement Plan. The results of this study will be made available when finalized.



**PALISADES CHARTER HIGH SCHOOL  
CBO REPORT  
BOARD OF TRUSTEES MEETING  
APRIL 19, 2012**

**2011-2012 Budget (continued)**

PCHS has been leading discussions with other charter schools and back office providers and LACOE concerning new CalSTRS reporting deadlines being imposed upon charter schools. These new deadlines are seen as unreasonable and have been discussed with CalSTRS and continue to be discussed with LACOE to modify the proposed data timelines.

A review of the 2011-2012 Budget and latest projections with potential additional contingencies are included, based upon preliminary March 2012 information. Additionally, as requested by the Board, 10 year cash flow on the Permit Account has been included in Financial updates.

**Cafeteria**

The Cafeteria Operations continue show improved results for the 2011-2012 School Year. March 2012 financial results are still being compiled as of this date. The # of Free and Reduced Students at PCHS is 951 or 33.5% of the Total Enrollment.

**2012-2013 Budget**

A Compromise Tax Initiative was released in late March based upon an agreement reached with the Governor and the California Federation of Teachers. This initiative lowers the Sales Tax increase from 0.5% to 0.25% (until 2016). Personal income tax increases will be spread over 7 years (instead of 5 years previously proposed). The deadline to qualify this initiative for the November 2012 ballot is late June 2012.

PCHS 2012-2013 Program/Department budgets have been received and are in the process of being reviewed and redistributed to the appropriate areas for review/recommendation to the Budget & Finance Committee. PCHS Administration continues to meet to plan & review budget alternatives for 2012-2013 Worse/Best Case Scenarios.



A CALIFORNIA DISTINGUISHED SCHOOL

**Human Resources Report  
April 17, 2012**

**Resignation:**

1. Joshua Aguilera – Lifeguard--3/21/2012
2. Martha Gomez—Office Assistant – 3/26/2012

**Paternity Leave:**

1. Stephen Berger --- Teacher—4/10/2012

**Revised Job Descriptions for Management Team:  
(Attached Job Descriptions)**

1. Chief Business Officer
2. Operations Manager
3. Human Resources Director
4. Director, Student Support Services
5. Director, Admissions and Attendance
6. Director, Discipline, Athletics, and Activities
7. Director, Academic Planning and Guidance Services

Policy Committee Report for Board of Trustees Meeting – 04-19-12

Ms. Polly Bamberger, parent representative, and Mr. Russ Howard, VP Athletics, Discipline and Students Activities, presented the draft revised Parent/Student Athletic Handbook. Committee members gave editing suggestions that will be incorporated into the Handbook. A final draft will be presented at the May 2012 meeting. The Committee also reviewed the Athletic Department Concern Form and the Pali Athletics Post-Season Player/Parent Survey.

Committee members discussed a proposed “Bathroom/Time Away From the Classroom” Policy. After discussion it became evident that a specific policy is not needed, but that some parts of the proposed policy might become an addendum to the “Make Up Work Policy” (board approved 2008) in the form of guidelines or best practices for teachers and students to follow when students miss class time/tests for excused absences for school events such as field trips, school athletic events, etc.

Communications Committee Report to the Board of Trustees – 04-19-12

The Communications Committee did not officially meet for lack of a quorum. However the Committee did discuss and finalize the exact information that each Department Point Person should collect by the next meeting. This information will be communicated to all members who were not at the meeting.

Angelica Pereyra, from the Operations, Facilities and Technology Committee, shared and asked for feedback about, the Public Arts Application Request Form. This form is to be used by any individual who desires to produce and display public art on the Pali campus. The form asks for a verbal and visual depiction of the proposed artwork such as a mural, the specific location of the art work, and costs associated with the project, not only to produce, but for its long-term upkeep. The form would be presented to the Operations, Facilities and Technology and to Operations Manager David Riccardi, who is a member of that committee.

Verbal OFT committee report to board on 4/19/12

OFT met Monday 4/16/12 therefore no written report was available for tonight's board meeting

**Space Usage:**

The committee is still looking at underutilized assets. We hope to come up with a school wide plan to minimize traveling teachers, finding adequate storage and a permanent home for the learning lab.

**LAUSD Facelift :**

LAUSD did start the repair of the parking lot rails. The upstairs lockers and the shade panels on the A building got painted. Mr. Riccardi David and I are still communicating detail for Campus signage.

**Facilities Update:**

Mr. Riccardi is looking into getting more filming project on campus by creating a filming/commercial portfolio and sending it to location scouts. Filming is a great income for Pali.

He also is working on getting a detailed utility bill from LAUSD to determine where we could be much greener and safe money. Right now we are receiving a lump sum utility bill about \$58.000

Our next meeting will be a special meeting on April 30. 3:30pm. we will review the tech and capital Budget.

## **PARENT LIAISON REPORT FOR BOARD - 4-19-2012**

### **PTSA Report**

Well, two things that come to mind are:

- 1) PTSA Senior Scholarship applications are due on April 25th, and there has been a lot of interest to date. The awards are \$500 each and we are hoping to award up to 6 of them this year!
- 2) The week of April 30th is Teacher and Staff Appreciation Week. PTSA will help coordinate all parent groups in sponsoring a special breakfast on Friday May 4th to honor and appreciate all of our wonderful PALI teachers and staff members!

### **PAC**

PAC just had its Senior Speak Out, which was very successful. The next meeting will take place on May 24<sup>th</sup> at 6:30 pm, in B101. The title of the meeting is "A Conversation With...Dr. Magee-WASC Accreditation & the Year In Review".

### **BOOSTER CLUB**

**Pali By the Sea Fundraising Event** - Currently \$172,502 dollars have been collected from the silent auction event. When all monies have been accounted for \$196, 114 will have been grossed. Expenses for the event were \$25,000.

WILKINSON HADLEY KING & CO., LLP  
CERTIFIED PUBLIC ACCOUNTANTS  
218 W. DOUGLAS AVENUE  
EL CAJON, CA 92020

PALISADES CHARTER HIGH SCHOOL  
15777 BOWDOIN STREET  
PACIFIC PALISADES, CA 90272

DEAR CLIENT,

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR INCOME TAX RETURNS  
FOR THE PERIOD ENDED JUNE 30, 2011 FOR:

PALISADES CHARTER HIGH SCHOOL AS FOLLOWS...

2010 990 - RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX  
2010 SCHEDULE A - PUBLIC CHARITY STATUS AND PUBLIC SUPPORT  
2010 SCHEDULE B - SCHEDULE OF CONTRIBUTORS  
2010 SCHEDULE D - SUPPLEMENTAL FINANCIAL STATEMENTS  
2010 SCHEDULE I - GRANTS & OTHER ASSIST. TO ORG/GOV/IND. IN THE U.S  
2010 SCHEDULE O - SUPPLEMENTAL INFORMATION TO FORM 990 OR 990EZ  
2010 8879-EO - IRS E-FILE SIGNATURE AUTHORIZATION  
2010 CALIFORNIA FORM 199 - EXEMPT ORGANIZATION STATEMENT OF RETURN

EACH ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH  
THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

VERY TRULY YOURS,

P. ROBERT WILKINSON  
WILKINSON HADLEY KING & CO., LLP  
CERTIFIED PUBLIC ACCOUNTANTS

WILKINSON HADLEY KING & CO., LLP  
CERTIFIED PUBLIC ACCOUNTANTS  
218 W. DOUGLAS AVENUE  
EL CAJON, CA 92020

\*\*\*\*\*

INSTRUCTIONS FOR FILING  
PALISADES CHARTER HIGH SCHOOL  
FORM 8879-EO - IRS E-FILE SIGNATURE AUTHORIZATION  
FOR THE PERIOD ENDED JUNE 30, 2011

\*\*\*\*\*

SIGNATURE...

THE ORIGINAL IRS E-FILE SIGNATURE AUTHORIZATION FORM SHOULD BE  
SIGNED (USE FULL NAME) AND DATED BY THE TAXPAYER.

FILING...

RETURN YOUR SIGNED FORM 8879-EO TO:

WILKINSON HADLEY KING & CO., LLP  
218 W. DOUGLAS AVENUE  
EL CAJON CA 92020

PAYMENT OF TAX...

NO PAYMENT OF TAX IS REQUIRED.

FORM 8879-EO SERVES AS A REPLACEMENT FOR YOUR SIGNATURE THAT WOULD BE  
AFFIXED TO FORM 990 IF YOU PAPER FILED YOUR RETURN.  
PLEASE DO NOT SEPARATELY FILE FORM 990 WITH THE INTERNAL REVENUE  
SERVICE. DOING SO WILL DELAY THE PROCESSING OF YOUR RETURN.

WE MUST RECEIVE YOUR SIGNED FORM BEFORE WE CAN ELECTRONICALLY  
TRANSMIT YOUR RETURN WHICH IS DUE ON MAY 15, 2012. WE  
WOULD APPRECIATE YOUR RETURNING THIS FORM AS SOON AS POSSIBLE  
AS THIS WILL EXPEDITE THE PROCESSING OF YOUR RETURN. THE INTERNAL  
REVENUE SERVICE WILL NOTIFY US WHEN YOUR RETURN IS ACCEPTED.  
YOUR RETURN IS NOT CONSIDERED FILED UNTIL THE INTERNAL REVENUE  
SERVICE CONFIRMS THEIR ACCEPTANCE, WHICH MAY OCCUR AFTER THE DUE  
DATE OF YOUR RETURN.

\*\*\*\*\*



# IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2010, or fiscal year beginning 07/01, 2010, and ending 06/30, 20 11

Department of the Treasury  
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**  
▶ **See instructions on back.**

# 2010

Name of exempt organization

**PALISADES CHARTER HIGH SCHOOL**

Employer identification number

**92-0184898**

Name and title of officer

**PAMELA MAGEE, EXECUTIVE DIRECTOR/PRINCIPAL**

### Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12) . . . . .	1b	<u>23150367.</u>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9) . . . . .	2b	_____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22) . . . . .	3b	_____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5) . . . . .	4b	_____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c) . . . . .	5b	_____

### Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2010 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

#### Officer's PIN: check one box only

I authorize WILKINSON HADLEY KING & C to enter my PIN 21512 as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2010 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2010 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ \_\_\_\_\_

Date ▶ 02/15/2012

### Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

33959692952  
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2010 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

**ERO Must Retain This Form - See Instructions**  
**Do Not Submit This Form To the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

Department of the Treasury Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2010 calendar year, or tax year beginning 07/01, 2010, and ending 06/30, 2011

B Check if applicable: C Name of organization PALISADES CHARTER HIGH SCHOOL D Employer identification number 92-0184898
E Telephone number (310) 459-0310
G Gross receipts \$ 23,150,367.
H(a) Is this a group return for affiliates? Yes X No
H(b) Are all affiliates included? Yes No
I Tax-exempt status: X 501(c)(3) 501(c)( ) (insert no.) 4947(a)(1) or 527
J Website: WWW.PALHIGH.ORG
K Form of organization: X Corporation Trust Association Other
L Year of formation: 2003 M State of legal domicile: CA

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1 Briefly describe the organization's mission... 2 Check this box... 3 Number of voting members... 4 Number of independent voting members... 5 Total number of individuals employed... 6 Total number of volunteers... 7a Total gross unrelated business revenue... 7b Net unrelated business taxable income... 8 Contributions and grants... 9 Program service revenue... 10 Investment income... 11 Other revenue... 12 Total revenue... 13 Grants and similar amounts paid... 14 Benefits paid... 15 Salaries, other compensation... 16a Professional fundraising fees... 16b Total fundraising expenses... 17 Other expenses... 18 Total expenses... 19 Revenue less expenses... 20 Total assets... 21 Total liabilities... 22 Net assets or fund balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here Signature of officer Date
Type or print name and title
Paid Preparer Use Only Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN P00067183
Firm's name WILKINSON HADLEY KING & CO., LLP Firm's EIN 52-2354566
Firm's address 218 W. DOUGLAS AVENUE EL CAJON, CA 92020 Phone no. 619-447-6700

May the IRS discuss this return with the preparer shown above? (see instructions) Yes X No

For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2010)

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response to any question in this Part III

**1** Briefly describe the organization's mission:  
PALISADES CHARTER HIGH SCHOOL WILL EMPOWER OUR DIVERSE STUDENT  
POPULATION TO MAKE POSITIVE CONTRIBUTIONS TO THE GLOBAL COMMUNITY BY  
DEDICATING OUR RESOURCES TO ENSURE EDUCATIONAL EXCELLENCE, CIVIC  
RESPONSABILITY, AND PERSONAL GROWTH.

**2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

**3** Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

**4** Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

**4a** (Code: 1) (Expenses \$ 18,067,054. including grants of \$                     ) (Revenue \$ 184,388.)  
A CHARTER SCHOOL PROVIDING EDUCATIONAL OPPORTUNITIES TO THE  
SURROUNDING COMMUNITY.

**4b** (Code:                     ) (Expenses \$                      including grants of \$                     ) (Revenue \$                     )

**4c** (Code:                     ) (Expenses \$                      including grants of \$                     ) (Revenue \$                     )

**4d** Other program services. (Describe in Schedule O.)  
(Expenses \$                      including grants of \$                     ) (Revenue \$                     )

**4e** Total program service expenses **▶** 18,067,054.

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> . . . . .	X	
<b>2</b> Is the organization required to complete Schedule B, Schedule of Contributors? (see instructions) . . . . .	X	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> . . . . .		X
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> . . . . .		X
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i> . . . . .		
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> . . . . .		X
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> . . . . .		X
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> . . . . .		X
<b>9</b> Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> . . . . .		X
<b>10</b> Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i> . . . . .	X	
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> . . . . .	X	
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> . . . . .		X
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> . . . . .		X
<b>d</b> Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> . . . . .		X
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> . . . . .	X	
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> . . . . .		X
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI, XII, and XIII</i> . . . . .	X	
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional</i> . . . . .		X
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> . . . . .		X
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? . . . . .		X
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the United States? <i>If "Yes," complete Schedule F, Parts I and IV</i> . . . . .		X
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? <i>If "Yes," complete Schedule F, Parts II and IV</i> . . . . .		X
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? <i>If "Yes," complete Schedule F, Parts III and IV</i> . . . . .		X
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions)</i> . . . . .		X
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> . . . . .		X
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> . . . . .		X
<b>20a</b> Did the organization operate one or more hospitals? <i>If "Yes," complete Schedule H</i> . . . . .		X
<b>b</b> If "Yes" to line 20a, did the organization attach its audited financial statements to this return? <b>Note.</b> Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions) . . . . .		

**Part IV Checklist of Required Schedules (continued)**

		Yes	No
21	Did the organization report more than \$5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II.</i>		X
22	Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III.</i>	X	
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J.</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25.</i>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I.</i>		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I.</i>		X
26	Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? <i>If "Yes," complete Schedule L, Part II.</i>		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? <i>If "Yes," complete Schedule L, Part III.</i>		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV.</i>		X
b	A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV.</i>		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV.</i>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M.</i>		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M.</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I.</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II.</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I.</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1.</i>		X
35	Is any related organization a controlled entity within the meaning of section 512(b)(13)?		X
a	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI.</i>		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O.		X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V.

Table with columns for question number, description, and Yes/No checkboxes. Includes questions 1a through 14b regarding Form 1096, Form W-3, and various tax compliance issues.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response to any question in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included in line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Does the organization have members or stockholders?; 7a Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body?; 7b Are any decisions of the governing body subject to approval by members, stockholders, or other persons?; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body?; b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Does the organization have local chapters, branches, or affiliates?; 10b If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization?; 11a Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990; 12a Does the organization have a written conflict of interest policy? If "No," go to line 13; 12b Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Does the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this is done; 13 Does the organization have a written whistleblower policy?; 14 Does the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?; 15a The organization's CEO, Executive Director, or top management official; 15b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed CA,
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply. [X] Own website [ ] Another's website [ ] Upon request
19 Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public.
20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: GREGORY WOOD 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272 310-230-6650

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response to any question in this Part VII.

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JAMES PALENO TEACHER REPRESENTATIVE	30.00	X					111,016.	0.	19,782.	
(2) JASON CUTLER COMMUNITY REPRESENTATIVE	0.00	X					0.	0.	0.	
(3) STEPHANIE INYAMA PARENT REPRESENTATIVE	0.00	X					0.	0.	0.	
(4) LISA KAAS-BOYLE COMMUNITY REPRESENTATIVE	0.00	X					0.	0.	0.	
(5) ELEANOR ROZELL CLASSIFIED REPRESENTATIVE	40.00	X					92,402.	0.	19,175.	
(6) CHRIS LEE TEACHER REPRESENTATIVE	30.00	X					76,202.	0.	18,404.	
(7) SUSAN FRANK PARENT REPRESENTATIVE	0.00	X					0.	0.	0.	
(8) WENDY HAGAN TEACHER REPRESENTATIVE	30.00	X					63,396.	0.	15,735.	
(9) MONICA IANNESSA ADMINISTRATIVE REPRESENTATIVE	40.00	X					97,376.	0.	20,365.	
(10) NAOMI NORWOOD COMMUNITY REPRESENTATIVE	0.00	X					0.	0.	0.	
(11) SHAHIN MOHAMMADI STUDENT REPRESENTATIVE	0.00	X					0.	0.	0.	
(12) ALLISON HOLDORFF POLHILL PARENT REPRESENTATIVE		X					0.	0.	0.	
(13) GREGORY WOOD CHIEF BUSINESS OFFICER	40.00			X			115,528.	0.	25,071.	
(14) MARCIA HASKIN PRINCIPAL	40.00			X			90,232.	0.	0.	
(15) MICHAEL A SMITH EXECUTIVE DIRECTOR	40.00			X			48,729.	0.	12,768.	
(16) DAVE SUAREZ TEACHER	30.00					X	106,752.	0.	19,384.	



**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(17) SUSAN CURREN TEACHER	30.00					X		108,969.	0.	19,577.
(18) JOHN RAUSCHUBER TEACHER	30.00					X		107,919.	0.	19,487.
(19) RUSSELL HOWARD ASSISTANT PRINCIPAL	40.00					X		108,340.	0.	19,522.
(20) MARIA GIRIBALDI TEACHER	30.00					X		104,975.	0.	21,062.
(21)										
(22)										
(23)										
(24)										
(25)										
(26)										
(27)										
(28)										
<b>1b Sub-total</b>								1,231,836.	0.	230,332.
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>								1,231,836.	0.	230,332.

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **7**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation
ATTACHMENT 1		

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization **3**

**Part VIII Statement of Revenue**

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514
<b>Contributions, gifts, grants and other similar amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b>				
	<b>b</b>	Membership dues . . . . .	<b>1b</b>				
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>				
	<b>d</b>	Related organizations . . . . .	<b>1d</b>				
	<b>e</b>	Government grants (contributions) . . . . .	<b>1e</b>	22,841,667.			
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above . . . . .	<b>1f</b>	271,227.			
	<b>g</b>	Noncash contributions included in lines 1a-1f: \$ . . . . .					
	<b>h</b>	<b>Total. Add lines 1a-1f . . . . .</b>		<b>23,112,894.</b>			
<b>Program Service Revenue</b>				<b>Business Code</b>			
	<b>2a</b>	FOOD SERVICE SALES		184,388.	184,388.		
	<b>b</b>						
	<b>c</b>						
	<b>d</b>						
	<b>e</b>						
	<b>f</b>	All other program service revenue . . . . .					
	<b>g</b>	<b>Total. Add lines 2a-2f . . . . .</b>		<b>184,388.</b>			
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts). . . . . ATTACHMENT 2		63,374.	63,374.		
	<b>4</b>	Income from investment of tax-exempt bond proceeds . . . . .		0.			
	<b>5</b>	Royalties . . . . .		0.			
			(i) Real (ii) Personal				
	<b>6a</b>	Gross Rents . . . . .					
	<b>b</b>	Less: rental expenses . . . . .					
	<b>c</b>	Rental income or (loss) . . . . .					
	<b>d</b>	Net rental income or (loss) . . . . .		0.			
			(i) Securities (ii) Other				
	<b>7a</b>	Gross amount from sales of assets other than inventory . . . . .					
	<b>b</b>	Less: cost or other basis and sales expenses . . . . .					
	<b>c</b>	Gain or (loss) . . . . .					
	<b>d</b>	Net gain or (loss) . . . . .		0.			
	<b>8a</b>	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 . . . . .	<b>a</b>				
	<b>b</b>	Less: direct expenses . . . . .	<b>b</b>				
	<b>c</b>	Net income or (loss) from fundraising events . . . . .		0.			
	<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .	<b>a</b>				
	<b>b</b>	Less: direct expenses . . . . .	<b>b</b>				
<b>c</b>	Net income or (loss) from gaming activities . . . . .		0.				
<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .	<b>a</b>					
<b>b</b>	Less: cost of goods sold . . . . .	<b>b</b>					
<b>c</b>	Net income or (loss) from sales of inventory . . . . .		0.				
Miscellaneous Revenue			<b>Business Code</b>				
<b>11a</b>	FACILITY PERMITS, NET	713990	-210,289.		-210,289.		
<b>b</b>							
<b>c</b>							
<b>d</b>	All other revenue . . . . .						
<b>e</b>	<b>Total. Add lines 11a-11d . . . . .</b>		<b>-210,289.</b>				
<b>12</b>	<b>Total revenue. See instructions . . . . .</b>		<b>23,150,367.</b>	<b>247,762.</b>	<b>-210,289.</b>		

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.

All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21 . . . . .	0.			
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22 . . . . .	9,000.	9,000.		
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16 . . . . .	0.			
4 Benefits paid to or for members . . . . .	0.			
5 Compensation of current officers, directors, trustees, and key employees . . . . .	797,649.	638,119.	159,530.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .	0.			
7 Other salaries and wages . . . . .	12,310,378.	9,848,302.	2,462,076.	
8 Pension plan contributions (include section 401(k) and section 403(b) employer contributions). . . . .	946,862.	757,490.	189,372.	
9 Other employee benefits . . . . .	2,867,419.	2,293,935.	573,484.	
10 Payroll taxes . . . . .	382,478.	305,982.	76,496.	
11 Fees for services (non-employees):				
a Management . . . . .	0.			
b Legal . . . . .	69,412.		69,412.	
c Accounting . . . . .	14,900.		14,900.	
d Lobbying . . . . .	0.			
e Professional fundraising services. See Part IV, line 17 . . . . .	0.			
f Investment management fees . . . . .	0.			
g Other . . . . .	0.			
12 Advertising and promotion . . . . .				
13 Office expenses . . . . .	121,362.	97,090.	24,272.	
14 Information technology . . . . .	6,601.	6,601.		
15 Royalties . . . . .	0.			
16 Occupancy . . . . .	0.			
17 Travel . . . . .	1,045.		1,045.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .	0.			
19 Conferences, conventions, and meetings . . . . .	16,587.	13,270.	3,317.	
20 Interest . . . . .	16,484.	13,187.	3,297.	
21 Payments to affiliates . . . . .	0.			
22 Depreciation, depletion, and amortization . . . . .	78,160.	62,528.	15,632.	
23 Insurance . . . . .	142,709.	114,167.	28,542.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a <u>PROFESSIONAL FEES</u> . . . . .	2,091,061.	1,672,849.	418,212.	
b <u>OPERATIONS/HOUSEKEEPING</u> . . . . .	486,584.	389,267.	97,317.	
c <u>TRANSPORTATION, PUBLIC CONT.</u> . . . . .	1,152,231.	921,785.	230,446.	
d <u>MATERIALS &amp; SUPPLIES</u> . . . . .	311,417.	249,134.	62,283.	
e <u>FOOD SERVICES</u> . . . . .	273,852.	219,082.	54,770.	
f All other expenses . . . . .	569,082.	455,266.	113,816.	
25 <b>Total functional expenses.</b> Add lines 1 through 24f . . . . .	22,665,273.	18,067,054.	4,598,219.	0.
26 <b>Joint Costs.</b> Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation . . . . .				

**Part X Balance Sheet**

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing . . . . .	4,179,253.	<b>1</b>	2,983,772.
	<b>2</b> Savings and temporary cash investments . . . . .	816,344.	<b>2</b>	809,791.
	<b>3</b> Pledges and grants receivable, net . . . . .		<b>3</b>	
	<b>4</b> Accounts receivable, net . . . . .	3,574,299.	<b>4</b>	5,088,780.
	<b>5</b> Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L . . . . .		<b>5</b>	
	<b>6</b> Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) . . . . .		<b>6</b>	
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . . <b>ATCH 3</b>	61,783.	<b>9</b>	45,645.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 9,008,049.		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 2,894,421.	4,998,733.	<b>10c</b> 6,113,628.
	<b>11</b> Investments - publicly traded securities . . . . .		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11 . . . . .		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 . . . . .		<b>13</b>	
	<b>14</b> Intangible assets . . . . .		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	39,282.	<b>15</b>	28,429.
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 34) . . . . .	13,669,694.	<b>16</b>	15,070,045.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	2,735,721.	<b>17</b>	3,110,586.
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . . <b>ATCH 4</b>	5,221.	<b>19</b>	7,381.
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>21</b>	
	<b>22</b> Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L . . . . .		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties <b>ATCH 5</b> . . . . .	1,125,247.	<b>23</b>	1,930,509.
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .		<b>24</b>	
	<b>25</b> Other liabilities. Complete Part X of Schedule D . . . . .	1,105,057.	<b>25</b>	838,027.
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .	4,971,246.	<b>26</b>	5,886,503.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>			
	<b>27</b> Unrestricted net assets . . . . .	8,453,048.	<b>27</b>	8,681,792.
	<b>28</b> Temporarily restricted net assets . . . . .	75,400.	<b>28</b>	281,750.
	<b>29</b> Permanently restricted net assets . . . . .	170,000.	<b>29</b>	220,000.
	<b>Organizations that do not follow SFAS 117, check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>			
	<b>30</b> Capital stock or trust principal, or current funds . . . . .		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>32</b>	
	<b>33</b> <b>Total net assets or fund balances</b> . . . . .	8,698,448.	<b>33</b>	9,183,542.
	<b>34</b> <b>Total liabilities and net assets/fund balances</b> . . . . .	13,669,694.	<b>34</b>	15,070,045.

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response to any question in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12) . . . . .	<b>1</b>	23,150,367.
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25) . . . . .	<b>2</b>	22,665,273.
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1 . . . . .	<b>3</b>	485,094.
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A)) . . . . .	<b>4</b>	8,698,448.
<b>5</b>	Other changes in net assets or fund balances (explain in Schedule O) . . . . .	<b>5</b>	
<b>6</b>	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B)) . . . . .	<b>6</b>	9,183,542.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response to any question in this Part XII

		Yes	No
<b>1</b>	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b>	Were the organization's financial statements compiled or reviewed by an independent accountant? . . . . .		X
<b>b</b>	Were the organization's financial statements audited by an independent accountant? . . . . .	X	
<b>c</b>	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? . . . . . If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	X	
<b>d</b>	If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
<b>3a</b>	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? . . . . .	X	
<b>b</b>	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.	X	

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2010**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

<b>Name of the organization</b> PALISADES CHARTER HIGH SCHOOL	<b>Employer identification number</b> 92-0184898
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3 % of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3 % of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I      b  Type II      c  Type III - Functionally integrated      d  Type III - Other
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box.
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? <b>11g(i)</b>		
(ii) A family member of a person described in (i) above? <b>11g(ii)</b>		
(iii) A 35% controlled entity of a person described in (i) or (ii) above? <b>11g(iii)</b>		

**h** Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2006, (b) 2007, (c) 2008, (d) 2009, (e) 2010, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2006, (b) 2007, (c) 2008, (d) 2009, (e) 2010, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; 9 Net income from unrelated business activities; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 3 columns: Description, Amount, Percentage. Rows include: 14 Public support percentage for 2010; 15 Public support percentage from 2009 Schedule A, Part II, line 14; 16a 33 1/3% support test - 2010; b 33 1/3% support test - 2009; 17a 10%-facts-and-circumstances test - 2010; b 10%-facts-and-circumstances test - 2009; 18 Private foundation.

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 . . . . .						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>6 Total.</b> Add lines 1 through 5 . . . . .						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						
<b>c</b> Add lines 7a and 7b. . . . .						
<b>8 Public support</b> (Subtract line 7c from line 6.) . . . . .						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
<b>9</b> Amounts from line 6. . . . .						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . . .						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						
<b>c</b> Add lines 10a and 10b . . . . .						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.) . . . . .						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . .

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f)) . . . . .	<b>15</b>	%
<b>16</b> Public support percentage from 2009 Schedule A, Part III, line 15 . . . . .	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for <b>2010</b> (line 10c, column (f) divided by line 13, column (f)) . . . . .	<b>17</b>	%
<b>18</b> Investment income percentage from <b>2009</b> Schedule A, Part III, line 17 . . . . .	<b>18</b>	%

**19a 33 1/3% support tests - 2010.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ►

**b 33 1/3% support tests - 2009.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ►

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ►



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**Part IV** **Supplemental Information.** Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; or Part III, line 12. Also complete this part for any additional information. (See instructions).

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Schedule of Contributors

▶ Attach to Form 990, 990-EZ, or 990-PF.

2010

Name of the organization PALISADES CHARTER HIGH SCHOOL	Employer identification number 92-0184898
---	--

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note.** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II.

Special Rules

For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 $\frac{1}{3}$ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, aggregate contributions of more than \$1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use *exclusively* for religious, charitable, etc., purposes, but these contributions did not aggregate to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of \$5,000 or more during the year . . . . . ▶ \$ \_\_\_\_\_

**Caution.** An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2 of its Form 990, or check the box on line H of its Form 990-EZ, or on line 2 of its Form 990-PF, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization PALISADES CHARTER HIGH SCHOOL

Employer identification number  
92-0184898**Part I** Contributors (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	CALIFORNIA DEPT OF ED 1430 N STREET SACRAMENTO, CA 95814	\$ 17,391,311.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
2	US DEPT OF ED 400 MARYLAND AVE WASHINGTON DC, WA 20202	\$ 2,136,254.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
3	COUNTY OF LOS ANGELES-TAXES 500 W TEMPLE ST LOS ANGELES, CA 90012	\$ 3,314,102.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
4	PACIFIC PALISADES BOOSTER CLUB 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	\$ 122,805.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
5	PALISADES-MALIBU YMCA 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	\$ 21,343.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
6	ROSE GILBERT 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

Name of organization PALISADES CHARTER HIGH SCHOOL

Employer identification number  
92-0184898

**Part I Contributors** (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
7	DAVID LEE AND WENDY CHANG ----- 15777 BOWDOIN STREET ----- PACIFIC PALISADES, CA 90272 -----	\$ ----- 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
8	CONTRIBUTIONS <5,000 ----- 15777 BOWDOIN ST ----- PACIFIC PALISADES, CA 90272 -----	\$ ----- 67,079.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
	----- ----- -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
	----- ----- -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
	----- ----- -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
	----- ----- -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2010

Open to Public Inspection

Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11, or 12.

Attach to Form 990. See separate instructions.

Department of the Treasury Internal Revenue Service

Name of the organization

PALISADES CHARTER HIGH SCHOOL

Employer identification number

92-0184898

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate contributions to (during year), 3 Aggregate grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B) (i) and 170(h)(4)(B)(ii)?, 9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

Table with 2 columns: Revenues included in Form 990, Part VIII, line 1; Assets included in Form 990, Part X. Rows include: 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenues included in Form 990, Part VIII, line 1; (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items: a Revenues included in Form 990, Part VIII, line 1; b Assets included in Form 990, Part X.

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Schedule D (Form 990) 2010

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other \_\_\_\_\_

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . . .  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . . .  Yes  No

b If "Yes," explain the arrangement in Part XIV and complete the following table:

	Amount
c Beginning balance . . . . .	1c
d Additions during the year . . . . .	1d
e Distributions during the year . . . . .	1e
f Ending balance . . . . .	1f

2a Did the organization include an amount on Form 990, Part X, line 21? . . . . .  Yes  No

b If "Yes," explain the arrangement in Part XIV.

**Part V Endowment Funds.** Complete if organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance . . . . .	170,000.	170,000.	170,000.		
b Contributions . . . . .	59,000.				
c Net investment earnings, gains, and losses . . . . .					
d Grants or scholarships . . . . .	9,000.				
e Other expenditures for facilities and programs . . . . .					
f Administrative expenses . . . . .					
g End of year balance . . . . .	220,000.	170,000.	170,000.		

2 Provide the estimated percentage of the year end balance held as:

- a Board designated or quasi-endowment ▶ \_\_\_\_\_ %
- b Permanent endowment ▶ 100.0000 %
- c Term endowment ▶ \_\_\_\_\_ %

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations . . . . .
- (ii) related organizations . . . . .

	Yes	No
3a(i)		X
3a(ii)		X
3b		X

b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R? . . . . .

4 Describe in Part XIV the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land . . . . .				
b Buildings . . . . .		8,345,686.	2,301,250.	6,044,436.
c Leasehold improvements . . . . .				
d Equipment . . . . .	0.	662,363.	593,171.	69,192.
e Other . . . . .		0.		0.
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).) . . . . .				6,113,628.

**Part VII Investments - Other Securities.** See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives . . . . .		
(2) Closely-held equity interests . . . . .		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
(I) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.** See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) _____		
(2) _____		
(3) _____		
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
(10) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.** See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) _____	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
(10) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.** See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Amount
(1) Federal income taxes	
(2) DUE TO SPONSORING DISTRICT	838,027.
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
(10) _____	
(11) _____	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	838,027.

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

**Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements**

1	Total revenue (Form 990, Part VIII, column (A), line 12)	1	23,150,367.
2	Total expenses (Form 990, Part IX, column (A), line 25)	2	22,665,273.
3	Excess or (deficit) for the year. Subtract line 2 from line 1	3	485,094.
4	Net unrealized gains (losses) on investments	4	
5	Donated services and use of facilities	5	
6	Investment expenses	6	
7	Prior period adjustments	7	
8	Other (Describe in Part XIV.)	8	
9	Total adjustments (net). Add lines 4 through 8	9	
10	Excess or (deficit) for the year per audited financial statements. Combine lines 3 and 9	10	485,094.

**Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return**

1	Total revenue, gains, and other support per audited financial statements	1	23,850,103.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIV.)	2d	699,736.
e	Add lines 2a through 2d	2e	699,736.
3	Subtract line 2e from line 1	3	23,150,367.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	23,150,367.

**Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return**

1	Total expenses and losses per audited financial statements	1	23,365,009.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIV.)	2d	699,736.
e	Add lines 2a through 2d	2e	699,736.
3	Subtract line 2e from line 1	3	22,665,273.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	22,665,273.

**Part XIV Supplemental Information**

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

OTHER REVENUE & EXPENSES

SCHEDULE D PART XII & XIII

THE DIFFERENCE BETWEEN THE AUDIT REPORT AND THE TAX RETURN FOR BOTH

REVENUE AND EXPENSE ARE A DIRECT RESULT OF THE FOLLOWING: EXPENSES FOR

THE POOL PROJECT OF \$699,736 ARE SHOWN OFFSETTING REVENUE ON THE TAX

RETURN BUT ARE SHOWN AS EXPENSES IN THE AUDIT.



**Part XIV** Supplemental Information *(continued)*

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**SCHEDULE I  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

PALISADES CHARTER HIGH SCHOOL

Employer identification number

92-0184898

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" to Form 990, Part IV, line 21 or 22.  
▶ Attach to Form 990.

OMB No. 1545-0047

**2010**

**Open to Public  
Inspection**

**Part I General Information on Grants and Assistance**

- Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?  Yes  No
- Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.  Yes  No

**Part II Grants and Other Assistance to Governments and Organizations in the United States.** Complete if the organization answered "Yes" to Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Check this box if no one recipient received more than \$5,000. Part II can be duplicated if additional space is needed

1	(a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
(1)	-----							
(2)	-----							
(3)	-----							
(4)	-----							
(5)	-----							
(6)	-----							
(7)	-----							
(8)	-----							
(9)	-----							
(10)	-----							
(11)	-----							
(12)	-----							

2 Enter total number of section 501(c)(3) and government organizations

3 Enter total number of other organizations

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

**Part III Grants and Other Assistance to Individuals in the United States.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
1 ANOKHY DESAI	1.	5,000.			
2 CARMEN MAGANA	1.	2,000.			
3 LORENA ULLOA	1.	2,000.			
4					
5					
6					
7					

**Part IV Supplemental Information.** Complete this part to provide the information required in Part I, line 2, and any other additional information.

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

**2010**

**Open to Public  
Inspection**

Name of the organization

PALISADES CHARTER HIGH SCHOOL

Employer identification number

92-0184898

HOW DOES THE ORGANIZATION MONITOR AND ENFORCE CONFLICT OF INTEREST POLICY?

PALISADES CHARTER HIGH SCHOOL REQUIRES ALL KEY EMPLOYEES AND MEMBERS OF  
THE BOARD OF TRUSTEES TO COMPLETE A CALIFORNIA FORM 700 "ANNUAL STATEMENT  
OF ECONOMIC INTEREST".

PALISADES POLICY'S AND FINANCIAL STATEMENTS

THE ORGANIZATIONS DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL  
STATEMENTS CAN BE FOUND EITHER ON THE SCHOOLS WEBSITE, IN THE GOVERNING  
MINUTES, OR UPON REQUEST AT THE OFFICE OF THE EXECUTIVE DIRECTOR OR CHIEF  
BUSINESS OFFICER.

DETERMINATION OF COMPENSATION

BOARD OF TRUSTEES REVIEW/APPROVE COMPENSATION LEVELS BY ALL  
EXECUTIVE/MANAGEMENT-LEVEL EMPLOYEES.

HOW IS FORM 990 MADE AVAILABLE TO THE PUBLIC

IN BOARD MEETING MINUTES AND ON WEBSITE (WWW.PALIHIGH.ORG)

ATTACHMENT 1

990, PART VII- COMPENSATION OF THE FIVE HIGHEST PAID IND. CONTRACTORS

<u>NAME AND ADDRESS</u>	<u>DESCRIPTION OF SERVICES</u>	<u>COMPENSATION</u>
GLOBAL TRANSPORTATION SERVICES 200 E GARDEN BLVD GARDENA, CA 90248	PUPIL TRANSPORTATION	404,571.
SARLAN BUILDERS 9903 SANTA MONICA BLVD BEVERLY HILLS, CA 90212	CONSTRUCTION	1,650,917.

Name of the organization

PALISADES CHARTER HIGH SCHOOL

Employer identification number

92-0184898

ATTACHMENT 1 (CONT'D)990, PART VII- COMPENSATION OF THE FIVE HIGHEST PAID IND. CONTRACTORS

<u>NAME AND ADDRESS</u>	<u>DESCRIPTION OF SERVICES</u>	<u>COMPENSATION</u>
SODEXO, INC DEPT 43283 LOS ANGELES, CA 90011	FOOD MANAGEMENT	141,566.
TOTAL COMPENSATION		<u>2,197,054.</u>

ATTACHMENT 2FORM 990, PART VIII - INVESTMENT INCOME

<u>DESCRIPTION</u>	(A) <u>TOTAL REVENUE</u>	(B) <u>RELATED OR EXEMPT REVENUE</u>	(C) <u>UNRELATED BUSINESS REV.</u>	(D) <u>EXCLUDED REVENUE</u>
INTEREST INCOME	63,374.	63,374.		
TOTALS	<u>63,374.</u>	<u>63,374.</u>		

ATTACHMENT 3FORM 990, PART X - PREPAID EXPENSES AND DEFERRED CHARGES

<u>DESCRIPTION</u>	<u>ENDING BOOK VALUE</u>
PREPAID EXPENSE	45,645.
TOTALS	<u>45,645.</u>

ATTACHMENT 4FORM 990, PART X - DEFERRED REVENUE

<u>DESCRIPTION</u>	<u>ENDING BOOK VALUE</u>
DEFERRED REVENUE	7,381.
TOTALS	<u>7,381.</u>

Name of the organization

PALISADES CHARTER HIGH SCHOOL

Employer identification number

92-0184898

ATTACHMENT 5

FORM 990, PART X - SECURED MORTGAGES AND NOTES PAYABLE

LENDER: DE LAGE LANDEN PUBLIC FINANCE  
 ORIGINAL AMOUNT: 750,000.  
 DATE OF NOTE: 05/21/2007  
 MATURITY DATE: 06/30/2010  
 PURPOSE OF LOAN: TRACK & FIELD PROJECT

BEGINNING BALANCE DUE .....	341,412.
ENDING BALANCE DUE .....	<u>0.</u>

LENDER: GILBERT LOAN  
 ORIGINAL AMOUNT: 783,835.  
 DATE OF NOTE: 02/01/2010  
 MATURITY DATE: 10/31/2015  
 PURPOSE OF LOAN: POOL PROJECT

BEGINNING BALANCE DUE .....	783,835.
ENDING BALANCE DUE .....	<u>714,890.</u>

Name of the organization

PALISADES CHARTER HIGH SCHOOL

Employer identification number

92-0184898

ATTACHMENT 5 (CONT'D)

LENDER:	BANK OF THE WEST	
ORIGINAL AMOUNT:	354,580.	
INTEREST RATE:	5.690000	
DATE OF NOTE:	08/31/2010	
ENDING BALANCE DUE .....		<u>252,199.</u>

LENDER:	BANK OF THE WEST	
ORIGINAL AMOUNT:	1,000,000.	
INTEREST RATE:	3.750000	
DATE OF NOTE:	09/30/2010	
ENDING BALANCE DUE .....		<u>963,420.</u>

TOTAL BEGINNING MORTGAGES AND OTHER NOTES PAYABLE	<u>1,125,247.</u>
---	-------------------

TOTAL ENDING MORTGAGES AND OTHER NOTES PAYABLE	<u>1,930,509.</u>
--	-------------------

Description of Property

DEPRECIATION

Asset description	Date placed in service	Unadjusted Cost or basis	Bus. %	179 exp. reduction in basis	Basis Reduction	Basis for depreciation	Beginning Accumulated depreciation	Ending Accumulated depreciation	Me-thod	Conv.	Life	ACRS class	MA CRS class	Current-year 179 expense	Current-year depreciation
DATALINK ASSOCIATE	08/19/2005	80,920.	100.000			80,920.	80,920.	80,920.							
DATALINK ASSOCIATE		22,836.	100.000			22,836.	22,836.	22,836.							
DATALINK ASSOCIATE	07/01/2005	30,586.	100.000			30,586.	30,586.	30,586.							
DATALINK ASSOCIATE	09/26/2005	64,736.	100.000			64,736.	64,736.	64,736.							
DATALINK ASSOCIATE	08/12/2005	28,600.	100.000			28,600.	28,600.	28,600.							
DATALINK ASSOCIATE	10/05/2005	4,426.	100.000			4,426.	4,426.	4,426.							
DIGITAL NETWORKS	07/18/2005	25,726.	100.000			25,726.	25,726.	25,726.							
DIGITAL NETWORKS	09/13/2005	131,500.	100.000			131,500.	131,500.	131,500.							
DIGITAL NETWORKS	11/02/2005	11,064.	100.000			11,064.	11,064.	11,064.							
STARMAN ELECTRICAL	09/09/2005	13,623.	100.000			13,623.	13,623.	13,623.							
STARMAN ELECTRICAL	09/26/2005	2,375.	100.000			2,375.	2,375.	2,375.							
VOIP EQUIPMENT	10/13/2007	53,869.	100.000			53,869.	53,868.	53,868.							10,618.
APPLE COMPUTER	07/21/2008	31,854.	100.000			31,854.	21,236.	31,854.							10,200.
CDW GOVERNMENT	07/18/2008	30,601.	100.000			30,601.	20,401.	30,601.							6,323.
ADVANCED CABLE SOL	10/05/2008	25,293.	100.000			25,293.	12,647.	18,970.							11,111.
INTERRA-LIBRARY EQ	11/01/2008	50,000.	100.000			50,000.	22,222.	33,333.							
BUNGALOWS	VAR	1,019,026.	100.000			1,019,026.	1,019,026.	1,019,026.							
TRACK & FIELD PROJ	VAR	1,359,983.	100.000			1,359,983.	679,991.	849,989.							169,998.
MISC PROJ	10/13/2007	126,139.	100.000			126,139.	126,139.	126,139.							
Less: Retired Assets															
Subtotals						9,008,049.	2,472,250.	2,894,421.							

AMORTIZATION

Asset description	Date placed in service	Cost or basis	Accumulated amortization	Ending Accumulated amortization	Code	Life	Current-year amortization
Less: Retired Assets							
Subtotals							
TOTALS		9,008,049.	2,472,250.	2,894,421.			422,171.



Description of Property

DEPRECIATION

Asset description	Date placed in service	Unadjusted Cost or basis	Bus. %	179 exp. reduction in basis	Basis Reduction	Basis for depreciation	Beginning Accumulated depreciation	Ending Accumulated depreciation	Me-thod	Conv.	Life	ACRS class	MA CRS class	Current-year 179 expense	Current-year depreciation
MEDINA CONST	01/14/2009	144,981.	100.000			144,981.	48,327.	72,491.							24,164.
MEDINA CONST	01/14/2009	18,495.	100.000			18,495.	3,699.	5,548.							1,849.
MEDINA CONST	01/14/2009	19,087.	100.000			19,087.	3,817.	5,726.							1,909.
FY CONSTRUCTION CO	09/12/2008	29,564.	100.000			29,564.	9,855.	14,782.							4,927.
COMMERCIAL PAVING	09/11/2008	26,464.	100.000			26,464.	8,819.	13,228.							4,409.
JONES	11/14/2008	25,940.	100.000			25,940.	8,647.	12,970.							4,323.
DAVID MACGREGOR	06/01/2009	9,172.	100.000			9,172.	3,057.	4,586.							1,529.
WSL SPEAKER	07/01/2008	27,411.	100.000			27,411.	9,137.	13,706.							4,569.
SARLAN BUILDERS	07/01/2009	37,495.	100.000			37,495.	3,490.	10,989.							7,499.
POOL CONSTRUCTION	07/01/2009	633,798.	100.000			633,798.		17,233.							17,233.
FY POOL ADJ	07/01/2009	224,079.	100.000			224,079.		6,173.							6,173.
POOL CONSTRUCTION	07/01/2009	3,153,941.	100.000			3,153,941.		86,014.							86,014.
COMPUTER EQUIP	10/01/2010	54,354.	100.000			54,354.		8,153.							8,153.
POOL	10/01/2010	1,482,713.	100.000			1,482,713.		40,430.							40,430.
MEDINA CONST	01/14/2009	7,398.	100.000			7,398.	1,480.	2,220.							740.
Less: Retired Assets															
<b>Subtotals</b>		9,008,049.													

Listed Property

Asset description	Date placed in service	Cost or basis	Accumulated amortization	Ending accumulated amortization	Code	Life	Current-year amortization
Less: Retired Assets							
<b>Subtotals</b>							
<b>TOTALS</b>							

AMORTIZATION

Asset description	Date placed in service	Cost or basis	Accumulated amortization	Ending accumulated amortization	Code	Life	Current-year amortization
Less: Retired Assets							
<b>Subtotals</b>							
<b>TOTALS</b>							

\*Assets Retired  
JSA  
OX9024 1.000

WILKINSON HADLEY KING & CO., LLP  
CERTIFIED PUBLIC ACCOUNTANTS  
218 W. DOUGLAS AVENUE  
EL CAJON, CA 92020

\*\*\*\*\*

INSTRUCTIONS FOR FILING  
PALISADES CHARTER HIGH SCHOOL  
CA FORM 199  
CALIFORNIA FORM 199 - EXEMPT ORGANIZATION  
FOR THE PERIOD ENDED JUNE 30, 2011

\*\*\*\*\*

SIGNATURE...

THE ORIGINAL RETURN SHOULD BE DATED AND SIGNED BY AN OFFICER OF  
THE ORGANIZATION IF APPLICABLE.

FILING...

THE SIGNED RETURN SHOULD BE FILED ON OR BEFORE MAY 15, 2012  
WITH...

FRANCHISE TAX BOARD  
P.O. BOX 942857  
SACRAMENTO, CALIFORNIA 94257-0701

PAYMENT OF TAX...

A CHECK PAYABLE TO THE FRANCHISE TAX BOARD TREASURER IN THE AMOUNT  
OF \$10. SHOULD BE ATTACHED TO THE RETURN. BE SURE  
TO INCLUDE THE FEDERAL EIN AND "2010 CA FORM 199" ON THE CHECK.

A FILING FEE OF \$10. MUST BE SUBMITTED WITH THE REPORT PAYABLE  
TO THE FRANCHISE TAX BOARD.

TAXABLE YEAR **California Exempt Organization**  
**2010 Annual Information Return**

FORM

**199**

Calendar Year 2010 or fiscal year beginning month 07 day 01 year 10, and ending month 06 day 30 year 2011.

A First Return Filed?  Yes  No

B Type of organization  
 Exempt under Section 23701 \_\_\_\_\_ (insert letter)  
 IRC Section 4947(a)(1) trust

CORP # \_\_\_\_\_

Corporation/Organization Name  
**PALISADES CHARTER HIGH SCHOOL**

FEIN  
**92-0184898**

Address  
**15777 BOWDOIN STREET**

City  
**PACIFIC PALISADES**

State  
**CA**

ZIP Code  
**90272**

C Amended Return?  Yes  No

D Are you a subordinate/affiliate in a group exemption?  Yes  No

(a) Is this a group filing for affiliates? See General Instruction L  Yes  No

(b) If "Yes," enter the number of affiliates \_\_\_\_\_

(c) Are all affiliates included?  Yes  No  
 (If "No," attach a list. See instructions.)

(d) Is this a separate return filed by an organization covered by a group ruling?  Yes  No

(e) Federal Group Exemption Number \_\_\_\_\_

(f) Is a roster of subordinates attached?  Yes  No

E Final return?  
 Dissolved  Surrendered (Withdrawn)  
 Merged/Reorganized (attach explanation)

If a box is checked, enter date \_\_\_\_\_

F Check the box if the organization filed the following federal forms or schedule:  
 (1)  990T (2)  990PF (3)  (Schedule H) 990

G If organization is exempt under R&TC Section 23701d and is exclusively religious, educational, or charitable, and is supported primarily (50% or more) by public contributions,  Yes  No

check box. See General Instruction F. No filing fee is required.

H Accounting method used (1)  Cash (2)  Accrual (3)  Other

I If exempt under R&TC Section 23701d, has the organization during the year: (1) participated in any political campaign or (2) attempted to influence legislation or any ballot measure, or (3) made an election under R&TC Section 23704.5 (relating to lobbying by public charities)? If "Yes," complete and attach form FTB 3509, Political or Legislative Activities by Section 23701d Organizations  Yes  No

J Did the organization have any changes in its activities, governing instrument, articles of incorporation, or bylaws that have not been reported to the Franchise Tax Board? If "Yes," complete an explanation and attach copies of revised documents  Yes  No

K Is the organization exempt under R&TC Section 23701g?  Yes  No  
 If "Yes," enter amount of gross receipts from nonmember sources \$ \_\_\_\_\_

L Is the organization under audit by the IRS or has the IRS audited in a prior year?  Yes  No

M Is the organization a Limited Liability Company?  Yes  No

N Did the organization file Form 100 or Form 109 to report taxable income?  Yes  No

**Part I Complete Part I unless not required to file this form. See General Instructions B and C.**

Receipts and Revenues	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	37,473.00
	2	Gross dues and assessments from members and affiliates	2	00
	3	Gross contributions, gifts, grants, and similar amounts received. <b>ATCH 1</b>	3	23,112,894.00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. <b>This line must be completed. If the result is less than \$25,000, see General Instruction B</b>	4	23,150,367.00
	5	Cost of goods sold	5	00
	6	Cost or other basis, and sales expenses of assets sold	6	00
	7	Total costs. Add line 5 and line 6	7	00
	8	Total gross income. Subtract line 7 from line 4	8	23,150,367.00
Expenses	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	22,665,273.00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	485,094.00
Filing Fee	11	Filing fee \$10 or \$25. See General Instruction F	11	10.00
	12	Total payments	12	00
	13	Penalties and Interest. See General Instruction J	13	00
	14	Use tax. See General Instruction K	14	00
	15	<b>Balance due.</b> Add line 11, line 13, and line 14. Then subtract line 12 from the result	15	10.00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here  
 Signature of officer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

Paid Preparer's Use Only  
 Preparer's signature \_\_\_\_\_ Date \_\_\_\_\_ Check if self-employed   
 Firm's name (or yours, if self-employed) and address **WILKINSON HADLEY KING & CO., LLP**  
**218 W. DOUGLAS AVENUE**  
**EL CAJON, CA 92020**  
 Preparer's PTIN/SSN **P00067183**  
 FEIN **52-2354566**  
 Telephone **619-447-6700**

May the FTB discuss this return with the preparer shown above? See instructions  Yes  No

**Part II Organizations with gross receipts of more than \$25,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information. See Specific Line Instructions.**

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	1	184,388.00
	2	Interest	2	63,374.00
	3	Dividends	3	0.00
	4	Gross rents	4	0.00
	5	Gross royalties	5	0.00
	6	Gross amount received from sale of assets (See Instructions)	6	0.00
	7	Other income. Attach schedule	7	-210,289.00
	8		<b>Total</b> gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8
Expenses and Disbursements	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule	9	9,000.00
	10	Disbursements to or for members	10	0.00
	11	Compensation of officers, directors, and trustees. Attach schedule	11	797,649.00
	12	Other salaries and wages	12	12,310,378.00
	13	Interest	13	16,484.00
	14	Taxes	14	382,478.00
	15	Rents	15	0.00
	16	Depreciation and depletion (See instructions)	16	78,160.00
	17	Other. Attach schedule	17	9,071,124.00
	18	<b>Total</b> expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	22,665,273.00

Schedule L Balance Sheets	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
<b>Assets</b>				
1 Cash		4,995,597.		3,793,563.
2 Net accounts receivable		3,574,299.		5,088,780.
3 Net notes receivable. Attach schedule				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds. Attach schedule				
7 Investments in stock. Attach schedule				
8 Mortgage loans (number of loans _____)				
9 Other investments. Attach schedule				
10 a Depreciable assets	7,470,982.		9,008,049.	
b Less accumulated depreciation	( 2,472,249 )	4,998,733.	( 2,894,421 )	6,113,628.
11 Land				
12 Other assets. Attach schedule	ATCH 6	101,065.		74,074.
13 Total assets		13,669,694.		15,070,045.
<b>Liabilities and net worth</b>				
14 Accounts payable		2,735,721.		3,110,586.
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable. Attach schedule				
17 Mortgages payable		1,125,247.		1,930,509.
18 Other liabilities. Attach schedule	ATCH 7	1,110,278.		845,408.
19 Capital stock or principle fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		8,698,448.		9,183,542.
22 Total liabilities and net worth		13,669,694.		15,070,045.

Schedule M-1 Reconciliation of income per books with income per return				
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$25,000				
1	Net income per books	485,094.	7	Income recorded on books this year not included in this return.
2	Federal income tax			Attach schedule
3	Excess of capital losses over capital gains		8	Deductions in this return not charged against book income this year.
4	Income not recorded on books this year. Attach schedule			Attach schedule
5	Expenses recorded on books this year not deducted in this return. Attach schedule		9	Total. Add line 7 and line 8.
6	Total.		10	Net income per return.
Add line 1 through line 5		485,094.	Subtract line 9 from line 6	
			485,094.	

PALISADES CHARTER HIGH SCHOOL

92-0184898

FORM 199, PART I, LINE 3 - LIST OF CONTRIBUTORS

ATTACHMENT 1

<u>NAME AND ADDRESS</u>	<u>DATE</u>	<u>DIRECT PUBLIC SUPPORT</u>	<u>GOVERNMENT GRANTS</u>
CALIFORNIA DEPT OF ED 1430 N STREET SACRAMENTO, CA 95814	06/30/2011		17,391,311.
US DEPT OF ED 400 MARYLAND AVE WASHINGTON DC, WA 20202	06/30/2011		2,136,254.
COUNTY OF LOS ANGELES-TAXES 500 W TEMPLE ST LOS ANGELES, CA 90012	06/30/2011		3,314,102.
PACIFIC PALISADES BOOSTER CLUB 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	06/30/2011	122,805.	
PALISADES-MALIBU YMCA 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	08/01/2010	21,343.	
ROSE GILBERT 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	06/30/2011	50,000.	
DAVID LEE AND WENDY CHANG 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272	08/01/2010	10,000.	
CONTRIBUTIONS <5,000 15777 BOWDOIN ST PACIFIC PALISADES, CA 90272	06/30/2011	67,079.	
<u>TOTAL CONTRIBUTION AMOUNTS</u>		<u>271,227.</u>	<u>22,841,667.</u>

ATTACHMENT 2

PART II - OTHER INCOME

PERMITS- NET	-210,289.
TOTAL OTHER INCOME	<u>-210,289.</u>

ATTACHMENT 3COMPENSATION OF OFFICERS, DIRECTORS, AND TRUSTEES

MICHAEL A SMITH, EXECUTIVE DIRECTOR	48,729.
JAMES PALENO, TEACHER REPRESENTATIVE	111,016.
ALEXANDER SCHUHGALTER, TEACHER REPRESENTATIVE	102,768.
GREGORY WOOD, CHIEF BUSINESS OFFICER	115,528.
MARCIA HASKIN, PRINCIPAL	90,232.
MONICA IANNESSA, ADMINISTRATIVE REPRESENTATIVE	97,376.
WENDY HAGAN, TEACHER REPRESENTATIVE	63,396.
CHRIS LEE, TEACHER REPRESENTATIVE	76,202.
ELANOR ROZELL, CLASSIFIED REPRESENTATIVE	92,402.
TOTAL COMPENSATION OF OFFICERS, DIRECTORS, AND TRUSTEES	<u>797,649.</u>

FORM 990, PART II - GRANTS AND ALLOCATIONS PAID DURING THE YEAR

ATTACHMENT 4

RELATIONSHIP TO SUBSTANTIAL CONTRIBUTOR

AND

FOUNDATION STATUS OF RECIPIENT

PURPOSE OF GRANT OR CONTRIBUTION

AMOUNT

RECIPIENT NAME AND ADDRESS

GRANTS PAID

ANOKHY DESAI  
10600 WILSHIRE BLVD #220  
LOS ANGELES, CA 90024

PAID TO A STUDENT FOR A COLLEGE SCHOLORSHIP 5,000.

CARMEN MAGANA  
731 E 87TH ST  
LOS ANGELES, CA 90002

PAID TO A STUDENT FOR A COLLEGE SCHOLORSHIP. 2,000.

LORENA ULLOA  
6303 CONDON AVE  
LOS ANGELES, CA 90056

PAID TO A STUDENT FOR A COLLEGE SCHOLORSHIP. 2,000.

TOTAL CONTRIBUTIONS PAID

9,000.



ATTACHMENT 5PART II - OTHER EXPENSES

PROFESSIONAL FEES	2,091,061.
OPERATIONS/HOUSEKEEPING	486,584.
TRANSPORTATION, PUBLIC CONT.	1,152,231.
MATERIALS & SUPPLIES	311,417.
FOOD SERVICES	273,852.
NON CAPITALIZED EQUIPMENT	116,806.
SERVICES	1,045.
TEXTBOOKS	35,368.
RENTALS, LEASES, AND REPAIRS	142,625.
COMMUNICATIONS	64,037.
DIR/INDIR SUPPORT	174,282.
DUES AND MEMBERSHIPS	34,919.
TRAVEL EXPENSES	1,045.
LEGAL EXPENSES	69,412.
PENSION EXPENSE	946,862.
CONFERENCES	16,587.
ACCOUNTING EXPENSE	14,900.
EMPLOYEE BENEFITS	2,867,419.
OFFICE EXPENSES	121,362.
INFO. TECHNOLOGY	6,601.
INSURANCE	142,709.
TOTAL OTHER EXPENSES	<u>9,071,124.</u>

CA 199 SCHEDULE L - OTHER ASSETS

ATTACHMENT 6

DESCRIPTION

ENDING  
BOOK VALUE

RELATED PARTY RECEIVABLE  
PREPAID EXPENSES

28,429.  
45,645.

TOTALS

74,074.

CA 199 SCHEDULE L - OTHER LIABILITIES

ATTACHMENT 7

DESCRIPTION

ENDING  
BOOK VALUE

DUE TO SPONSORING DISTRICT

838,027.

TOTALS

838,027.



# INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement (“**Agreement**”) is made between **Infinite Campus, Inc**, a Minnesota corporation located at 4321 109<sup>th</sup> Avenue NE, Blaine, MN 55449-6794 (“**Company**”) and **Palisades Charter High School**, with offices located at **15777 Bowdoin Street, Pacific Palisades, CA 90272** (“**Client**”).

## RECITALS

- A. Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “**Infinite Campus Products**”;
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the “**Infinite Campus Services**”);
- E. Company and Client desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

### I.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Client with Infinite Campus Services according to the fees described in the following table:

Description	Quantity	Cost Per	Total
Infinite Campus Services, Project Management Days	2	\$1,200	\$2,400.00
Infinite Campus Services, On Site Support Days	2	\$1,200	\$2,400.00
Infinite Campus Services, Data Conversion Days	8	\$1,200	\$9,600.00
Infinite Campus Services, In Person Training Days	5	\$1,200	\$6,000.00
Infinite Campus Services, WebEx Training Days	2	\$1,200	\$2,400.00
Estimated Travel Expenses ( <i>only actual expenses will be billed</i> )			\$4,050.00
<b>Total:</b>			<b>\$26,850.00</b>

## 2.0 Agreement Term and Termination

### 2.1 Agreement Term

The term of this Agreement (the “Term”) shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

### 2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

### 2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

### 2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

### 3.0 Payment Terms

#### 3.1 Payment Terms

Client will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

#### 3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Client 's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

#### 3.3 Travel Expenses

Client agrees to pay Company for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Company's performance of its duties under this Agreement, as applicable. Such expenses shall be incurred in accordance with the Business Expense Policy attached hereto.

### 4.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

### 5.0 General Terms and Conditions

#### 5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained

and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 Assignment

Client shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Client's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Client will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Client acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address



designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

Infinite Campus, Inc.  
Sales Contracts Management  
4321 109<sup>th</sup> Avenue NE  
Blaine, MN 55449-6794

Palisades Charter High School  
Dr. Pam Magee  
15777 Bowdoin Street  
Pacific Palisades, CA 90272

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children’s Online Privacy Protection Act. Client may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission’s website at <http://www.ftc.gov>

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Client as of the Effective Date below.

**Infinite Campus, Inc.**

**Palisades Charter High School**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Attachment I POLICY 314 BUSINESS EXPENSE POLICY

### **POLICY:**

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

### **Auto Expenses:**

The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

### **Guidelines:**

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

### **Travel Expenses:**

The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

#### **Airfare**

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.

#### **Ground Transportation**

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

### **Meals and Incidentals (M&IE)**

The employee will be reimbursed up to a “not to exceed” amount for meal and incidental expenses at a rate set forth by the US General Services Administration’s Domestic Per Diem Rates:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BA\\_SIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BA_SIC)

M&IE not to exceed amounts are calculated on a “per trip” basis. As an example, an employee traveling for three days to a location with a \$44 M&IE rate would have a trip not to exceed amount of \$132 for the trip (\$44\*3).

A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE) Breakdown for partial days

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.



# INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“**Agreement**”) is made between **Infinite Campus, Inc**, a Minnesota corporation located at **4321 109<sup>th</sup> Ave NE, Blaine, MN 55449-6794** (“**Company**”) and **Palisades Charter High School**, with offices located at **15777 Bowdoin Street, Pacific Palisades, CA 90272** (“**Licensee**”).

## RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “**Infinite Campus Products**”;
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the “**Infinite Campus Services**”);
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

## 1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, right and license to the Infinite Campus Products identified on Exhibit A and the related documentation (“**Documentation**”) described on Exhibit A. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein.

## 2.0 Ownership and Protection of Infinite Campus Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
  - 2.2.b identify or discover any source code of the Infinite Campus Products;
  - 2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
  - 2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
  - 2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.
- 2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third

party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

### 3.0 Payment

3.1 Payment Terms. Licensee will pay Company or Company's Authorized Channel Partner the License Fees as provided in Exhibit A.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

### 4.0 Indemnification; Warranties

#### 4.1 Indemnifications

4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.

4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND

OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the “Warranty Period”) commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee’s installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.

4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee’s sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided “as is” without representation or warranty of any kind or nature.

4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND

ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

## 5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

## 6.0 Agreement Term and Termination

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.
- 6.2 Agreement Termination. This Agreement may be terminated as follows:
- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
  - 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
  - 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
  - 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the



Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

- 6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- 6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.
- 6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

## 7.0 Software Support

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services for maintenance and support of the Infinite Campus Products, as described in Exhibit C, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

## 8.0 Application Hosting

Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall

be billed for the Infinite Campus Services for Application hosting, as described in Exhibit B, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

## 9.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

## 10.0 General Terms and Conditions

- 10.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 10.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 10.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 10.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.	Palisades Charter High School
Sales Contracts Management	Dr. Pam Magee
4321 109 <sup>th</sup> Ave NE	15777 Bowdoin Street
Blaine, MN 55449-6794	Pacific Palisades, CA 90272

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

10.8 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by

logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

10.9 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.9.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

**Infinite Campus, Inc.**

**Palisades Charter High School**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SOFTWARE LICENSE SCHEDULE

#### 1.0 Reference to Agreement

This Software License Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, (“**Company**”) and **Palisades Charter High School**, (“**Licensee**”) as of the Effective Date.

#### 2.0 License Fees

Upon the Effective Date, Licensee shall pay the fees specified below within thirty (30) days from the date of invoice.

#### 3.0 Grant of License

Upon **July 1, 2012** Company shall provide Licensee with the number of seat licenses to the Infinite Campus Products according to the quantity described in the table below and any associated Documentation (defined as users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable). The quantity of licenses shall be valid from the date granted until **June 30, 2013** thereafter (the “Initial Term”):

Description	Quantity	Cost Per	Total
Campus Student System License Fee	2,800	\$6.00	\$16,800.00
Campus Messenger with Voice License Fee	2,800	\$0.90	\$2,520.00
<b>Total:</b>			<b>\$19,320.00</b>

#### 4.0 Reoccurring Annual License Fee

Following the Initial Term, for each 12 month period thereafter (“Subsequent Term”), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products. Company shall have the right to review the number of students enrolled and, in the event that the total number of enrolled students is more than **two thousand eight hundred (2,800)**, charge an additional license fee according to the then current license fees for the licensed Infinite Campus Products.

## EXHIBIT B

### CLOUD HOSTING SERVICES

#### 1.0 Reference to Agreement

This Cloud Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("Company") and **Palisades Charter High School**, ("Licensee") as of the Effective Date.

#### 2.0 Infinite Campus Services, Fees

During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

Description	Quantity	Cost Per	Total
Infinite Campus Services, Cloud Choice Hosting Services – SIS		\$1.00	\$2,800.00
<b>Total:</b>			<b>\$2,800.00</b>

#### 3.0 Reoccurring Annual Service Fee

Following the Initial Term, for each Subsequent Term, Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students enrolled and, in the event that the total number of enrolled students is more than **two thousand eight hundred (2,800)**, increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

#### 4.0 Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Cloud Hosting Services" or the "Cloud Choice Hosting Services") to Licensee:

##### 4.1 Included Services

4.1.a System Access. Company shall provide remote access to a digital information

processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single, Production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Company's facilities.

- 4.1.b Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may to use software and related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

- 4.1.c Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and

administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

- 4.1.d Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of archival storage in the case of Disaster Recovery.
- 4.1.e Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers and maintain backups of Licensee Content on such backup servers such that Company shall be capable of providing Cloud Hosting Services on and from such backup servers within twenty-four (24) hours of any catastrophic disruption of Cloud Hosting Services (“Disaster Recovery”).
- 4.1.f ODBC Access. Company will provide ODBC access to a designated employee of the Licensee, upon completion of the ODBC Access Request Form.
- 4.1.g Test and Training Environment. For Licensee selecting Cloud Choice Hosting Services, in addition to the single “Production” system environment, Company will provide an additional Test and Training Environment (“Staging”) for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

## 4.2 Excluded Services

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

## 5.0 Availability of Services

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Cloud Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

### 5.1 Downtime

Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic



maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

## 5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

## 6.0 Security

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

## 7.0 Change Management

7.1 For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the Service and in implementing Patches and Upgrades (collectively "Change Events").

7.1.a Change Management Procedures will in all cases provide for the following:

- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;

- (b) pre-testing of changes in Company or Licensee non-Production testing environments; and
- (c) coordination of the implementation of the Change Event with the Licensee.

7.1.b Product Version. For the Initial Term, and annually thereafter, Licensee selecting Standard Cloud Hosting Services will chose a release line (currently Maintenance or Enhancement). Each Update made available by Company for the applicable release line shall be applied with 30 days of its General Availability at such a date determined solely by the Company. Licensee selecting Cloud Choice Hosting Services will additionally choose the release version for the applicable release line, and may coordinate the Update Change Event date with Company.

## 8.0 Proprietary Rights

### 8.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Cloud Hosting Services.

### 8.2 Grant of Use

In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, **solely for the benefit of Licensee** and in accordance with Company's performance or enforcement of this Agreement.

### 8.3 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

### 8.4 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Upon any termination of this Agreement, within 10 days Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products.

## 9.0 Warranty Provisions

### 9.1 Warranty of Company

The warranty provisions contained in the End User License Agreement are incorporated herein by reference.

### 9.2 Warranty of Licensee

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

## 10.0 Hold Harmless Provision

Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

## EXHIBIT C

### SOFTWARE SUPPORT SERVICES

#### 1.0 Reference to Agreement

This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, (“Company”) and **Palisades Charter High School**, (“Licensee”) as of the Effective Date.

#### 2.0 Infinite Campus Services, Fees

During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

Description	Quantity	Cost Per	Total
Infinite Campus Services, Software Support – SIS	2,800	\$3.00	\$8,400.00
Infinite Campus Services, Software Support – Messenger with Voice	2,800	\$0.25	\$700.00
<b>Total:</b>			<b>\$9,100.00</b>

Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students enrolled and, in the event that the total number of enrolled students is more than **two thousand eight hundred (2,800)** increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

#### 3.0 Infinite Campus Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the “Software Support Services”) to Licensee:

##### 3.1 Software Maintenance

Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

##### 3.2 E-Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

### 3.3 Telephone Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

## 4.0 Hours of Service

Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

## 5.0 Authorized Contact Personnel

Licensee shall identify up to two (2) people who shall be authorized to contact Company for technical and product questions. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

## 6.0 Payment

### 6.1 Adjustment of Support Fees

Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

### 6.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.

### 6.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite

Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

## 7.0 Major Alarm

### 7.1 Definition of a Major Alarm

A “Major Alarm” is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.

### 7.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been down graded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.

### 7.3 Response Time for a Major Alarm.

7.3.a E-support response time – within two (2) hours.

7.3.b Phone support – within one (1) hour.

## 8.0 Non-Major Alarm

### 8.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

### 8.2 Response Time for a Non-Major Alarm

8.2.a E-support response time – within two (2) business days.

8.2.b Phone support – within one (1) business day.

## 9.0 Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.

## 10.0 Modifications Excluded

Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.

## 11.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

## 12.0 Warranty Provisions

Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

## ShoutPoint Customer Agreement Checklist



- Existing Customer
- New Customer

### Service Order

- Sign and date two original copies

### Order Provisioning - Required for new customers. Existing customers complete only if changes are required.

- Assign a DID forwarding number
- Assign a caller ID Name

### Purchase Order

- Purchase Order Total:
- Issue purchase order to the following  
ShoutPoint, Inc.  
Attn: Accounting  
4695 MacArthur Ct.  
Suite 930  
Newport Beach, CA 92660

**\*\*\*\*Please mail an original executed Service Order (two originals if you require an original for your files), Order Provisioning (if applicable) and Purchase Order to the address below\*\*\*\***

Infinite Campus  
Attn: Stephanie Svoboda  
4321 109<sup>th</sup> Avenue NE  
Blaine, MN 55449

-Confidential-



# Service Order

Print Form



This Service Order specifies the specific amount of, and associated cost for, the services ordered by "Customer." By executing this Service Order, Customer agrees to purchase and ShoutPoint, Inc. ("ShoutPoint") agrees to provide the ordered services in accordance with this Service Order and ShoutPoint's Telecommunications Terms of Use in effect from time to time, a current copy of which is attached hereto. This Service Order replaces all prior Service Orders between the parties.

Payment Method:	Prepaid	Order Date:	Apr 5, 2012	
Customer Name:	Palisades Charter High School	In Service Date:	Jul 1, 2012	
Address:	15777 Bowdoin Street		Renewal Type:	Campus Messenger
City, State	Pacific Palisades, CA	Zip: 90272	Renewal Start Date:	Jul 1, 2013
Technical Contact:		Billing Contact:		
Technical Email:		Billing Email:		

Phone:	Fax:	Phone:	Fax:
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**Erate Information**

	470 ID:		Extended Pre-Discount Cost
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Service Description	Student Count*	Quantity	Annual Unit Cost	Annual Recurring	Prorated Fee	Nonrecurring
Interconnected VoIP Lines	2,800	10	\$345.00	\$3,450.00	\$0.00	\$0.00
		0	\$0.00	\$0.00	\$0.00	
			<b>Totals</b>	<b>\$3,450.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

***\*Student Count and the corresponding Quantity will be adjusted annually for each Renewal Period.***

As an interconnected VoIP provider, ShoutPoint is required to provide 911 service to its customers. However, ShoutPoint's 911 service operates differently than traditional 911. ShoutPoint must transmit all 911 calls, a callback number and the caller's registered physical location to the underlying carrier. Therefore, ShoutPoint must collect that information from you, and you must update ShoutPoint with any changes. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or ShoutPoint service is terminated.

Based on their respective locations, our customers will have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Therefore, it is vital that the information provided is both accurate and current. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your callback number or your exact location, so you must be prepared to give him/her this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, customers with basic 911 shall automatically commence receiving E911 service.

When you subscribe for ShoutPoint's service, you must provide ShoutPoint with the physical location where the services will be utilized. When service is ordered, it takes up to 14 business days to provision the related telephone lines and DID's. Once the lines and DID's are provisioned, it may take an additional 48 hours for the 911 address and callback number to be available to local emergency centers. Customer's DID's may all be located at the same address, in which case only one address is needed for 911 purposes. However, Customer may have a different physical location designated for each DID. In the absence of separate written direction of Customer, all DID's will have the address of Customer set forth herein above.

Also, note that if you move your device to another location, you must provide your new location to ShoutPoint with an email to [support@shoutpoint.com](mailto:support@shoutpoint.com). It will take up to 14 business days before the new information will be updated in all of the requisite databases. If you do not register your new location, any 911 call you make may be sent to an emergency center near your old location.

Shoutpoint, Inc.:

Palisades Charter High School  
Customer

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

-Confidential-

## Order Provisioning Form

As part of your service agreement with ShoutPoint for Schools, the district will receive a Direct Inward Dial (DID) phone number. The number provisioned for the district will be within the same area code (NPA) and every effort will be made to match the first three digits (NXX) of the district's central office. For example (770) 534-xxxx. The number will appear on the recipient's caller-id display when the district uses the ShoutPoint service.

1. The Direct Inward Dial (DID) phone number will be assigned to your account.
2. In order for the recipients to call the school back we need the main number where they can reach you. ShoutPoint will make sure that all calls are forwarded to your main number. List your main number in the box below.
3. In the box below, for the DID number provisioned for the district, please provide a name or tag to be displayed on the recipients caller-id screen. For example: 770-534-xxx1, Hall County Schools (HCS Attendance). The maximum characters allowed are 15 alphanumeric meaning both letters and numbers, but nothing else (no hyphens, commas, etc).

1. Direct Inward Dial (DID) Number	2. DID Forwarding Number	3. Caller ID Name
To Be Assigned		

**Provisioning Time: Allow 12-14 business days from ShoutPoint receiving the Purchase Order, Service Order and Agreement.**

-Confidential-

## Telecommunications Terms of Use

THESE TELECOMMUNICATIONS TERMS OF USE (this "Agreement") govern the Interconnected Voice-over-Internet-Protocol ("VoIP") telecommunications services, including voicemail (the "Communications Services" or the "SP Services"), provided by SHOUTPOINT, INC., a California corporation ("SP"), pursuant to an active Service Order between SP and the subscribing school district on behalf of itself and each of its constituent schools (collectively, the "School District").

1. SP Services. SP shall provide the following services to School District for use over ShoutPoint's VoIP telecommunications network in accordance with this Agreement:
  - a. SP will provision telephone lines, Direct Inward Dial numbers (DIDs) and voicemail in the amount designated in the applicable Service Order.
  - b. Each telephone line supports up to 4,000 total minutes of usage per month, whether termination or origination, based on 6-second increments of usage (cumulatively, the "Monthly Allotment"). If School District exceeds its Monthly Allotment on any one or more lines, SP shall notify the School District on the first such occurrence. If School District exceeds an average of 4,000 total minutes of usage per month for one or more lines during any three (3) contiguous month period (including, if applicable, the first excess month of which they were notified), SP shall charge such party for the number of additional lines that would bring them into compliance with this standard, at the rate of \$37.50 per line, per month.
  - c. In emergency circumstances (i.e., School District's authorized personnel reasonably and in good faith, believes will assist in the elimination or mitigation of physical harm to School District's students, faculty, employees, or invitees (e.g., a school shooting, an earthquake, tornado or other natural disaster, or similar exigent circumstance) the subscribed lines can burst to 10 voice paths, which incrementally increases the speed that the messages are disseminated.
  - d. Calls will only be terminated in the United States and Canada.
  - e. Student Count. For the initial term and any renewal term, the recommended number of lines and the Monthly Allotment will be based on the student count for the applicable school. The applicable student count, recommended number of lines, and related cost will be reflected in the applicable Service Order for the initial term, and thereafter reflected in the annual invoice for each renewal term.
2. Service Limitations; 911 Service. As an interconnected VoIP provider, ShoutPoint is required to provide 911 service to its customers. However, ShoutPoint's 911 service operates differently than traditional 911. ShoutPoint must transmit all 911 calls, a callback number and the caller's registered physical location to the underlying carrier. Therefore, ShoutPoint must collect that information from you, and you must update ShoutPoint with any changes. Further, it takes up to 14 days before the 911 service or any change thereto becomes operational. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or ShoutPoint service is terminated. Complete ShoutPoint 911 information is contained in the Service Order and at [www.shoutpoint.com/forschools/911service](http://www.shoutpoint.com/forschools/911service)
3. Term; Pricing.
  - a. Term. The initial term of this Agreement shall commence on the "In Service Date" set forth in the Service Order, which shall typically be July 1st of each given calendar year (or, in the initial year, such later start date as contemplated in Section 3.b. below, being the "In Service Date") and shall end on June 30th of the following calendar year (e.g. July 1, 2010 through June 30, 2011). However, the term shall automatically be renewed for one (1) year periods, unless either party provides the other with written notice of termination at least thirty (30) days, but no more than ninety (90) days, prior to the termination of the then current term. The term may terminate earlier upon the occurrence of one or more of the events described in Section 9 below.
  - b. Fees. School District shall pay to SP on or before the In Service Date (and each subsequent In Service Date should the term be renewed) an amount equal to \$345 annually per line and any setup fee defined in the Service Order. For contracts not commencing on July 1st of any given calendar year, the annual fee shall be reduced in a pro rata manner based on the following formula: (i) the number of days or partial days that the service shall be effective within such period ending on the next occurring June 30th, divided by (ii) 365. Following the initial term and upon thirty (30) days prior written notice, SP may increase the annual per line charge, effective as of July 1st of such year (the "Adjustment Date"), by one hundred percent (100%) of the percentage change, if any, shown by the Consumer Price Index - Urban Wage Earners and Clerical Workers, U.S. City Average (published by the U.S. Department of Labor - Bureau of Labor Statistics) for the month immediately preceding the Adjustment Date as compared with the month immediately preceding the initial In Service date or most recent preceding date on which such charges were previously adjusted hereunder, as the case may be.
4. Customer Service. SP shall provide Customer Service relating directly and solely to the SP Services. School District shall establish a customer service point of contact with SP for such purposes. The parties acknowledge that School District may utilize the services provided hereunder in conjunction with other hardware, software and other applications. The providers of such third party hardware, software and applications shall be solely responsible for all customer service related to usage with such third party products and services.
5. Confidentiality. "Confidential Information" means (a) the terms and conditions of this Agreement; (b) any and all information governed by any now-existing or future non-disclosure agreement (specifically including any such agreement or provision of any agreement between SP and School District), contractual provision, or law binding the parties; (c) any other information relating to either party that has been clearly marked or labeled as confidential, including without limitation information about either party's personnel, products, customers, or services; and (d) all aspects of the services provided hereunder, and any underlying software, including without limitation all source code, object code, algorithms or logic contained therein, and any other form of written or recorded material relating thereto, which the parties acknowledge is owned by and confidential to SP.

Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain through no action or fault of the other party; (ii) information that is known to either party without restriction prior to receipt from the other party; (iii) information that either party receives from any third party having a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party without using the other party's Confidential Information. The party relying on any of the above exclusions has the burden of proving the presence of such exclusion. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party, (i) shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose, (ii) shall restrict disclosure of the other party's Confidential Information to its employees or agents with a need to know and who have agreed in writing to be bound by the terms of this Agreement, (iii) shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party, and (iv) shall maintain and protect the other party's Confidential Information with at least that degree of care that such party utilizes to maintain and protect its own most confidential information, but in any event using at least a commercially reasonable degree of care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if compelled by law to do so, provided the other party has been given prior written notice to permit such other party a reasonable opportunity to object to the legal requirement to disclose. The parties acknowledge and agree that violation of this paragraph may cause irreparable harm, and the total amount of monetary damages for injury to such party will be impossible to calculate and, therefore, an inadequate remedy. Accordingly, the non-breaching party may (a) seek injunctive relief against the breaching party or (b) exercise any other rights and seek any other remedies to which the non-breaching party may be entitled at law, in equity and/or under this Agreement.

6. No Conveyance. School District shall not assign, transfer, sublicense, or otherwise convey its right to use the SP Services hereunder, or any part thereof, to any person, by operation of law or otherwise, without SP's prior written consent, which may be given or withheld in SP's sole discretion. Any breach or attempted breach of this provision shall be null and void and shall entitle SP to immediately terminate this Agreement without any cure period.
7. Limited Warranty; Limitation of Damages. SP warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the In Service Date of the initial term, the SP Services will operate in substantial conformity with industry standards when used in strict compliance therewith. If a material defect occurs, SP's sole obligation under this warranty is to remedy such defect in a commercially reasonable manner.
  - a. THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY MADE BY SP, AND SP DOES NOT MAKE, AND SCHOOL DISTRICT HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. SP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN PERFORMING THE SERVICES CONTEMPLATED BY THIS AGREEMENT, SP SHALL HAVE NO LIABILITY (INCLUDING WITHOUT LIMITATION ANY LOST BUSINESS PROFITS OR ANY LOSS, DAMAGE OR DESTRUCTION OF DATA) TO SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH DAMAGE IS CAUSED BY SP's GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SP SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF SP TO SCHOOL DISTRICT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO FEES ACTUALLY PAID BY SCHOOL DISTRICT TO SP FOR THE APPLICABLE SP SERVICES, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE IN SERVICE DATE OR THE EFFECTIVE DATE OF ANY SUBSEQUENT TERM OR EXTENSION. SP's OBLIGATIONS UNDER THIS AGREEMENT, BUT NOT THE EXCLUSIONS AND WAIVERS OF WARRANTY CONTAINED HEREIN, SHALL TERMINATE AND BECOME NULL AND VOID IF ANY MODIFICATIONS ARE MADE TO THE SP SERVICES BY ANY PARTY OTHER THAN SP.
  - b. School District acknowledges that SP exercises no control whatsoever over the content of information passing through School District's equipment, or through equipment or facilities used by SP to provide the SP Services. School District will, at all times, use the SP Services in compliance with all applicable laws and regulations. It is School District's sole responsibility to ensure that the information it transmits or otherwise processes with use of the SP Services complies with all applicable laws and regulations.
8. Indemnification.
  - a. SP will defend, hold harmless and indemnify School District against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against School District to the extent based on an allegation that the SP Services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. The foregoing obligation is subject to the Limitation of Damages provision set forth in Section 7 above
  - b. Except to the extent limited by applicable law, School District shall indemnify and hold harmless SP and SP's officers, directors, employees, and agents, and shall defend, at its expense, and pay the cost of any damages, settlement or award (including reasonable attorneys' fees and costs) for all claims resulting from (i) School District's breach of this Agreement; (ii) School District's violation or alleged violation of any law or regulation; or (iii) School District's other acts or omissions.
  - c. If either party seeks indemnification provided for in this Section, the party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. School District and SP will not make public any terms, or the mere existence, of any settlements. If the indemnifying party fails to promptly investigate and defend or settle any claim of which it is notified in writing by the indemnified party, then the indemnified party has the right to have sole control of the defense of the claim and all negotiations for its settlement or compromise, and the indemnifying party shall pay, as they become due, all of the reasonable costs and expenses (including reasonable attorneys' fees) reasonably incurred by the indemnified party in its defending or negotiating settlement of the claim, and the indemnifying party shall satisfy any resulting settlement, award, or judgment.

9. Termination. Upon the occurrence of one or more of the following events by one party (the "Breaching Party"), then the other party (the "Non-breaching Party") may terminate this Agreement immediately (except as specifically set forth the contrary) upon providing written notice of termination to the Breaching Party:
- a. If a party commits a breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the Non-breaching Party stating the nature of the breach with reasonable particularity;
  - b. [Reserved]
  - c. If a party terminates its business;
  - d. If, voluntarily or involuntarily, a bankruptcy petition or similar proceeding under state law is filed with respect to a party; and
  - e. If a party becomes insolvent or makes a general assignment for the benefit of creditors.

In the event School District terminates this Agreement for SP's uncured breach, School District shall be reimbursed a pro rata portion of the fees paid for services to be rendered following such termination. In the event that SP terminates this Agreement for School District's uncured breach, SP shall be entitled to keep all fees paid to SP prior to such date. The foregoing remedies are in addition to any other legal or equitable remedies available to such party under the circumstance. In the event that School District makes any payment required under this Agreement more than five (5) days late, then in addition to the amount past due School District shall owe SP (i) a penalty in the amount of 5% of such past due amount and (ii) interest in the amount of twelve percent (12%) per annum or, if lesser, the maximum interest rate allowed under applicable law.

10. [Reserved]

11. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure Event (defined below). The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event relied on and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation or termination of said Force Majeure Event. "Force Majeure Event" means an unforeseeable event caused by any of the following conditions: act of God; fire; flood; labor strike; sabotage; material shortages or unavailability or other delay not resulting from the responsible party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or any other cause beyond the reasonable control of such party. This paragraph shall not apply to any payment obligation of either party.

12. Miscellaneous.

- a. Interpretation. These Terms of Use, together with all mutually executed Service Orders or other documents referenced herein, evidences the complete understanding and Agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. The captions, headings, and articles contained herein are solely for convenience of reference and shall not affect the construction or interpretation of this Agreement. Both parties acknowledge that they have read and understand the terms of this Agreement. This Agreement shall be interpreted fairly, and shall not be interpreted more or less favorably for either party.
- b. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State in which School District, or the applicable constituent school, is located. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action.
- c. Severability; Waivers. If any provision, or any part thereof, of this Agreement shall be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. The failure of either party to give a notice of default or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
- d. Authority. Each person executing any Service Order represents and warrants that he or she have/they have the authority to enter into this Agreement on behalf of such party, and that the entity they represent has been duly formed, is validly existing, and is qualified to do business in the jurisdictions in which they conduct business.
- e. Counterparts. Each Service Order may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.
- f. Taxes. Each party shall be fully responsible for the payment of any and all taxes required by law to be paid by that party. Neither party shall be responsible for the payment of taxes imposed on or against the net income of the other party.
- g. No Agency. This Agreement does not render either party the agent or legal representative of the other, nor does it create a partnership or joint venture between the parties. Neither party shall have any authority to bind the other party in any manner whatsoever.
- h. Remedies Cumulative. The rights and remedies afforded to the Parties herein are, unless otherwise noted, cumulative rather than exclusive. Notwithstanding the preceding, in no event shall School District's remedies exceed the limitation of SP's liability set forth in paragraph 8.a. above.

- i. Survival. The rights and obligations of the parties under Sections 2, 3 (but only to the extent of charges due and owing that remain unpaid as of the effective date of termination), 5, 7, 8, 9, and 12 of this Agreement shall survive the expiration or earlier termination of this Agreement.
- j. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of School District's permitted successors and assigns. Upon providing notice to School District, SP may assign part or all of this Agreement to another party. The Agreement shall be binding upon and inure to the benefit of SP's successors and assigns.
- k. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by fax (with written confirmation of receipt), provided that a copy is mailed by certified or registered mail, return receipt requested, or (iii) when received by the addressees if sent by an nationally recognized express delivery service (which delivery confirmed by tracking number), in each case to the appropriate addresses and fax numbers set forth below, or to such other addresses or fax numbers as a party may designate by notice to the other party:

**SP:**

ShoutPoint, Inc.  
4695 MacArthur Court, Suite 930  
Newport Beach, CA 92660  
Attn: Jamie Christiano  
Fax (949) 660-0531

**SCHOOL DISTRICT:**

Palisades Charter High School  
  
Set forth in Service Order