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Press Coverage | February 21, 2025

Picasso Preschool Lease Renewed

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Elizabeth Holt Andrews

Elizabeth Andrews, a partner in Troutman Pepper Locke's Consumer Financial Services Practice Group, was quoted in the February 21, 2025 *Coastside News* article, "Picasso Preschool Lease Renewed."

During the GCSD board's Jan. 16 meeting, more than a dozen community members waived their speaking time to allow the preschool's attorney, Coastside resident Elizabeth Andrews, to address the board. Andrews said that GCSD's legal counsel, William Parkin, presented a lease in December that included increased rent and a new provision that she claimed attempted to "muzzle the free speech of the community, your own constituents."

Reading from the proposed lease, Andrews said: "In consideration of the promises set forth in this revised lease, the tenant – that's Picasso – shall not challenge or encourage or assist third parties in challenging the landlord's decisions related to the future use of the premises or applications and permits related thereto, either in administrative proceedings – such as this meeting we're having right now – or in a court of law."

Picasso declined that version of the lease. According to Andrews, Parkin then presented an alternative version that stated, "Tenant shall not file an administrative appeal, or challenge in a court of law, landlord's decisions related to the future use of the premises or applications and permits related thereto."

Coastside News has not obtained copies of the two draft leases and has not confirmed the accuracy of the language presented by Andrews.

Andrews called it alarming that the board considered discussions with its constituents "interference." She also questioned whether board members upheld their oaths to protect the U.S. and California constitutions, specifically regarding the First Amendment and the right to free speech.

After public comments from Andrews and others at the Jan. 16 meeting, board President Jen Randle reminded the audience that the board could not respond because they had scheduled the topic for discussion in a closed session after the meeting. She clarified that the board had not violated the Brown Act and had not ordered the restrictive language outside of public meetings, or at all. She said that the district's legal counsel was responsible for preparing a draft lease for the board's consideration.

Parkin, the board's counsel, said that he presented the lease, tried to negotiate something, and then told Andrews that he would bring it back to the board, which would decide whether or not to remove the restrictive language that appeared in paragraph nine. "There is nothing surreptitious going on. This board did not make a decision about paragraph nine."

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